

THE CITY OF  
**COLUMBUS, INDIANA**  
REQUESTS PROPOSALS  
FOR

**MULTI-ROUTE  
CONDUIT CONSTRUCTION,  
OPTICAL FIBER SERVICES**

SEALED BID DEADLINE:  
**1/27/2009, 10:00 AM EST**

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## 1. INTRODUCTION

### 1.1 Background

Columbus, Indiana, is an internationally recognized, architecturally significant community located within the Indianapolis, Louisville and Cincinnati triangle. It would be just another small Midwestern city except for the vision and cooperation of public, private and corporate leaders who are striving to make Columbus the best community they can create.<sup>1</sup>

With broadband availability becoming paramount in attracting and retaining businesses, cities are realizing that these services are no longer a luxury, but a necessity to remain competitive and therefore attractive. It is the vision of the City of Columbus that telecommunications infrastructure and services become enablers for commerce and further economic growth.

In an effort to continue to promote the attractiveness and economic viability of Columbus, Mayor Armstrong, through his Technology Advisory Committee (TAC), has created the *eCOLUMBUS* initiatives to encourage the availability of world class telecommunications infrastructure and services for Columbus area businesses and residents. Two of these initiatives are addressed in this RFP with the request to further expand of the Greater Columbus Conduit System and fiber-to-the-curb offering to Columbus.

### 1.2. Project Objectives

The City of Columbus has the following objectives for this RFP:

1. Continued extension of the Greater Columbus Conduit System according to the Columbus Telecommunication Strategic Plan, and
2. Encourage the creation of a fiber-to-the-curb and optical fiber service offering along the proposed Greater Columbus Conduit System expansion.

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<sup>1</sup> Columbus, Indiana Convention and Visitors Bureau. Columbus Area Visitors Center. <http://www.columbus.in.us/>

## 2. GENERAL INSTRUCTIONS

### 2.1 General Invitation

The City of Columbus hereby invites Respondents to submit written proposals for:

1. The construction of proposed Greater Columbus Conduit System expansion routes, and
2. Fiber-to-the-curb and optical fiber service offering for proposed Greater Columbus Conduit System expansion routes.

Proposals are solicited in accordance with the terms, conditions and instructions set forth in this RFP.

All materials related to the RFP will be available on the World Wide Web at <http://columbus.in.gov/TAC>.

In the event a Respondent does not have download capability, all materials may be obtained from the City of Columbus Clerk Treasurer, located at City Hall, 123 Washington St., Columbus, IN 47201.

There is a pre-bid conference associated with this RFP. It will be held at City Hall on **1/5/2009**. Additional information on this meeting, including time and room assignment, will be posted to <http://columbus.in.gov/TAC>.

Respondent must submit any questions concerning the RFP no later than **1/9/2009 at 5:00 PM EST**. Responses to Respondent questions will be posted to <http://columbus.in.gov/TAC> on or about **1/12/2009**. The City of Columbus Clerk Treasurer will receive proposals at City Hall, 123 Washington St., Columbus, IN 47201 until **1/27/2009 at 10:00 AM EST**. No proposals will be accepted after the stated deadline.

The City of Columbus reserves the right to reject any or all proposals or to accept any proposal or portion of a proposal deemed to be in the City's best interest.

The City of Columbus reserves the right to reject any and all bids, to reject bids that do not meet the qualifications outlined in the RFP or any Notice to Bidders and to waive any formalities or irregularities in the bidding process or in any proposal. The City further reserves the right to reject all proposals should the City determine, in the opinion of TAC, based on the proposals received, that the contemplated cost of the project is not economically feasible and/or in the best interests of the City. Failure to follow the instructions detailed in the RFP may disqualify a proposal.

Proposals must be in a sealed envelope.

In addition to any terms and conditions set forth herein, the RFP process will also be subject to and include any additional information included in a Notice to Bidders to be published for this project.

## **2.2 Submittal Procedure**

1. Respondent must submit nine (9) copies of its proposal, plus one (1) printed original, signed in ink, plus one (1) CD-ROM or DVD-ROM including a PDF version of its proposal, in a sealed envelope. Respondent may elect to either personally deliver, or mail, its sealed proposals to the address provided below.

City of Columbus Clerk Treasurer  
C/o Technology Advisory Committee  
City Hall  
123 Washington St.  
Columbus, IN 47201

2. To be assured of consideration, Proposals must be received by the City of Columbus Clerk Treasurer, located at City Hall, 123 Washington St., Columbus, IN 47201 no later than **10:00 AM EST** on **1/27/2009**. The Clerk's Office can be reached at (812) 376-2510. The City of Columbus may, but is not required to accept Proposals that are not received by the date and time set forth in this section. Respondent may submit its proposal at any time prior to the above stated deadline. Failure to submit the required number of copies by this deadline may be cause for disqualification from the RFP process. The original documents must be clearly marked as "ORIGINAL", and must bear the original signature of an authorized corporate agent on all documents requiring a signature. Respondent must enclose all documents in sealed envelopes or boxes.
3. Failure by a messenger delivery service or printing service to meet the deadline will not excuse the Respondent from the deadline requirement. Personally delivered Proposals must be delivered to the City of Columbus Clerk Treasurer, located at City Hall, 123 Washington St., Columbus, IN 47201. The time of receipt of all Proposals will be determined solely by the clock located in the Clerk's Treasurer's Office. It is the Respondent's sole responsibility to ensure that the Proposal is received as required. All submissions are subject to the Freedom of Information Act. The outside of each sealed envelope or package must be labeled as follows:

***Proposal Enclosed***  
***Conduit Construction, Optical Fiber Services RFP***  
***Due: 1/27/2009***  
***Submitted by: (Respondent Name)***  
***Package \_\_ of \_\_***

4. Additionally, the Respondent must submit one (1) electronic copy of its proposal to [rfp@infocommsystems.net](mailto:rfp@infocommsystems.net) by **10:00 AM EST** on **1/27/2009**. A reply message will be sent to the Respondent acknowledging receipt. Email submission alone is not

representative of an official bid. Respondent must follow the sealed bid submission policy and procedures outlined above for its bid to be considered official.

5. All sealed bids received by **10:00 AM EST** on **1/27/2009** will be opened in a public forum at **10:00 AM EST** on **1/27/2009** at City Hall.
6. The City of Columbus reserves the right to terminate this RFP solicitation at any stage if determined to be in the best interests of the community. The receipt of Proposals or other documents will in no way obligate the City of Columbus to enter into an agreement of any kind with any party.

### **2.3 Additional Information & Questions**

Respondent must communicate only with the City of Columbus primary contact, Brent Engle. All questions, requests for clarification or additional information must be in writing via email sent to the attention of Brent Engle at [rfp@infocommsystems.net](mailto:rfp@infocommsystems.net) and must be received no later than **5:00 PM EST** on **1/9/2009**. Questions received from all Respondents will be answered and posted on the World Wide Web at <http://columbus.in.gov/TAC> on or about **1/12/2009**. Any changes to the RFP or the RFP process will also be posted to the website as addenda. No telephone calls or emails will be accepted unless the questions are general in nature. A Respondent that deviates from any of these restrictions may be subject to immediate disqualification from this RFP process.

### **2.4 Addenda & Modifications**

All addenda, amendments, and interpretations to this solicitation will be in writing. Any amendment or interpretation that is not in writing will not legally bind the City of Columbus. Only information supplied by the City of Columbus in writing or in this RFP should be used in preparing proposal responses. All contacts that a Respondent may have had before or after receipt of this RFP with any individuals, employees, subcontractors, consultants or representatives of the City of Columbus and any information that may have been read in any news media or seen or heard in any communication facility regarding this RFP should be disregarded in preparing responses.

The City of Columbus does not assume responsibility for the receipt of any addendum sent to the Respondent.

If it becomes necessary to revise or expand upon any part of this RFP, a notification of addendum will be posted on <http://columbus.in.gov/TAC> along with a link to download the addendum document. The City of Columbus will also email a notification of addendum to those perspective Respondents that submit their contact information (including email address) to [rfp@infocommsystems.net](mailto:rfp@infocommsystems.net).

The addendum may include, but will not be limited to, the following:

1. Responses to questions and requests for clarification sent via email according to the provisions of Section 2.3 herein; or

2. Responses to questions and requests for clarification raised by the deadline for submission of questions.

## ***2.5 Examination of Documents & Requirements***

Each Respondent will carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFP. Before submitting a proposal, each Respondent will be responsible for making all investigations and examinations necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations will not relieve the Respondent from the obligation to comply, in every detail, with all provisions and requirements of the RFP.

## ***2.6 Evaluation and Selection Process***

### **A. Proposal Evaluation**

The process for selecting a Selected Respondent for this RFP will be an open, competitive and fair process.

Firms with extensive experience in constructing optical fiber infrastructure to residents and businesses consistent with the requirements defined in this RFP are encouraged to respond.

TAC will review and evaluate the Proposals, as described below.

In evaluating Proposals, TAC will first consider the completeness and responsiveness of the Respondent's Proposal. The RFP proposal evaluation process is organized into two (2) phases:

1. Phase I Preliminary Proposal Assessment
2. Phase II Proposal Evaluation

### **Phase I Preliminary Proposal Assessment**

Phase I will involve an assessment of the Respondent's compliance with and adherence to all submittal requirements requested in Section 3.2. Proposals which are incomplete and missing key components necessary to fully evaluate the Proposal may, at the discretion of TAC, be rejected from further consideration due to "non-responsiveness" and rated Non-Responsive. Proposals providing responses to all sections will be eligible for detailed analysis in Phase II, Proposal Evaluation.

### **Phase II Proposal Evaluation**

In Phase II, TAC will evaluate the extent to which a Respondent's proposal meets the project requirements set forth in the RFP. Phase II will include a detailed analysis of the Respondent's qualifications, experience, proposed implementation plan, and cost proposal.

As part of the evaluation process, TAC will review the information required by Section 3.2, for each Proposal received. TAC may also review any other information that is available to it,

including but not limited to information gained by checking references and by investigating the Respondent's financial condition.

The City of Columbus reserves the right to seek clarification of any information that is submitted by any Respondent in any portion of its Proposal or to request additional information at any time during the evaluation process. Any material misrepresentation made by a Respondent may void the Proposal and eliminate the Respondent from further consideration.

## **B. Vendor Selection**

After TAC completes its review of Proposals in Phase II, it may submit a recommendation to select a Respondent proposal or a recommendation to reject any or all Proposals.

### ***2.7 Post-Proposal Discussions with Respondent***

The City of Columbus also reserves the right to make available a public meeting in which all Respondents will be invited, the purpose of the meeting will be to allow Respondents to raise any questions or seek answers to questions or issues they believe are relevant in their consideration of the RFP.

The City of Columbus intends to commence final negotiation with the Respondent(s) deemed most advantageous to community. The City of Columbus reserves the right to conduct post-proposal discussions with any Respondent(s).

### ***2.8 Terms, Conditions, Limitations & Exceptions***

1. This RFP does not commit the City of Columbus to award a contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a proposal in response to this request. Furthermore, the City of Columbus will not be responsible for any costs, damages, expenses, including but not limited to, attorneys fees incurred by Respondents, member(s), partners, subcontractors or other interested parties in connection with the RFP process, including but not limited to costs associated with preparing the Proposal and/or of participating in any site visits, oral presentations or negotiations, nor any other costs incurred by Respondent related to the development of and/or submission of the information requested in this RFP.
2. The City of Columbus will not be held accountable if material from proposals is obtained without the written consent of the Respondent by parties other than the City of Columbus, at any time during the proposal evaluation process.
3. All submissions are subject to the Freedom of Information Act.
4. Respondent(s) will not offer any gratuities, favors, or anything of monetary value to any individual, employee, subcontractor, consultant or representative of the City of Columbus (including any and all members of proposal evaluation committees).
5. Respondent(s) will not collude in any manner, or engage in any practices, with any other Respondent(s), which may restrict or eliminate competition or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a)



responding to this RFP, or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein.

6. All proposals submitted must be the original work product of the Respondent. The copying or paraphrasing of the work product of another Respondent is not permitted.
7. The RFP and the related responses of the Selected Respondent may by reference become part of any formal agreement between the Selected Respondent and the City of Columbus. In the event an agreement cannot be reached with the Selected Respondent, the City of Columbus reserves the right to select an alternative Respondent. The City of Columbus reserves the right to negotiate with alternative Respondent(s) the exact terms and conditions of the contract. The City of Columbus, in its sole discretion, reserves the right to refuse to contract with any and all Respondents.
8. Respondent, its authorized representatives, and its agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, Requirements, and specifications of the RFP at the time a proposal is submitted to the City of Columbus.
9. The City of Columbus has sole discretion and reserves the right to cancel this RFP or to reject any or all proposals received prior to contract award.
10. The City of Columbus reserves the right to reject any and all Proposals that do not conform to the requirements set forth in this RFP; or that do not contain at least the information required by Section 3.2, Required Content. If no Respondent is selected through this RFP process, then the City of Columbus may utilize any other procurement method available to obtain the Services described herein.
11. The City of Columbus reserves the right to request clarification of any proposal after all proposals have been received.

## 2.9 RFP Schedule

Listed on the following page are important target dates and times by which actions related to this RFP will be completed. Note that these target dates are subject to change by the City of Columbus.

Milestone	Date	Time
Pre-Bid Conference	1/5/2009	10:00 AM EST
Written Questions Deadline	1/9/2009	5:00 PM EST
Responses (Answers) Posted	1/12/2009	-
Sealed Bid Deadline	1/27/2009	10:00 AM EST
Official Opening of Sealed Bids	1/27/2009	10:00 AM EST
Phase I Evaluation Completion	1/30/2009	-
Phase II Evaluation Completion	2/6/2009	-
Award	TBD	-

**Table 1 – RFP Schedule**

### 3. PROPOSAL FORMAT & REQUIRED CONTENT

#### **3.1 Proposal Format**

Proposals must be prepared on 8 ½" x 11" letter sized paper, printed double-sided, and bound on the long side. Sections shall be separated by labeled tabs and organized in accordance with subject matter sequence as set forth below. Each page of the Proposal must be numbered in a manner so as to be uniquely identified.

Respondents are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of this RFP may be cause for rejection of the noncompliant Proposal. Respondent must provide information in the appropriate areas throughout the RFP. Submission of a Proposal in response to this RFP constitutes acceptance of all requirements outlined in the RFP.

All proposals should be electronically generated and the printed original signed in ink. Legibility, clarity and completeness are important and essential.

One (1) CD-ROM or DVD-ROM containing an Adobe Portable Document Format (PDF) version of all proposal materials must also be provided.

The proposal must be signed by individual(s) legally authorized to bind the Respondent(s) and must contain a statement that the proposal and the prices and terms contained therein will remain firm for a period of one-hundred and eighty (180) days after receipt by the City of Columbus.

#### **3.2 Required Content**

##### **A. Cover Letter of Introduction and Executive Summary**

Respondent must submit a letter of introduction and an executive summary of the proposal. The letter of introduction must be signed by a person authorized by Respondent's firm to obligate your firm to make the commitments contained in the proposal. Submission of the letter will constitute a representation by the Respondent's firm that the firm is willing and able to perform the commitments contained in the proposal.

The executive summary will explain Respondent's understanding of the City's intent and objectives and how Respondent's Proposal would achieve those objectives.

Respondent's cover letter must be signed by an authorized representative of the entity committing Respondent to provide the Services as described in this RFP in accordance with the terms and conditions of any contract awarded pursuant to the RFP process. The cover letter must:

1. Indicate the number of years the entity has been in business, and provide an overview of the experience and background of the entity and its key personnel committed to this project.
2. Identify the legal name of the entity, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited partnership, etc.), and the names of its principals or partners and authority to do business in Indiana.
3. Indicate the name and telephone number(s) of the principal contact for negotiations.
4. Identify participants in Respondent's "Team." For example if Respondent is a business entity that is comprised of more than one legal participant (e.g., Respondent is a general partnership, joint venture, etc.), then Respondent must identify or cause to be identified all participants involved, respective ownership percentages, and summarize the role, degree of involvement, and experience of each participant separately. If Respondent has a prime contractor / subcontractor relationship instead, this information regarding role, involvement and experience is also required for any subcontractor that is proposed to provide a significant portion of the work.

## **B. Company Profile Information**

Respondent must also submit a brief description of Respondent's firm which will include:

1. Name, mailing address, email address, telephone number and fax number of the primary contact person for your firm.
2. A brief description of your firm, including the number of years in business, major business lines, major markets served, company history, relevant operating segments, primary vision and strategy, number of employees, office locations and any Joint Venture Partners.
3. Respondent must furnish a resolution or some other form of authority, signed by a Chief Executive Officer, Corporate Secretary, or managing partners, which lists the specific officers who are authorized to execute agreements on behalf of the Respondent.
4. Also, as required by Exhibit A, Respondent must provide references (preferably at least 3, and preferably from municipalities on contracts of similar scope and magnitude as described in this RFP) performed by the Respondent's firm including client, reference and telephone numbers, staff members who worked on each project, budget, schedule and project summary. Descriptions should be limited to one page for each project. Experience will not be considered unless complete reference data is provided. At a minimum, the following information must be included for each client reference:
  - a. Client name, address, contact person name, email address, telephone, and fax number.
  - b. Description of services provided similar to the services outlined in this RFP.
  - c. Nature and extent of Respondent's involvement as the prime contractor. Identify services, if any, subcontracted, and to what other company.

- d. Total dollar value of the contract.
- e. Contract term (Start and Expiration).

The City may solicit relevant information concerning Respondent's record of past performance from previous clients, including the City of Columbus, or any other available sources.

All Respondents to this RFP expressly consent to allow the City of Columbus to obtain information from any of the Respondent's previous clients.

- 5. Describe any strategic changes your firm has undertaken in recent years, such as businesses acquired or divested, reorganizations, etc.
- 6. Describe your firm's ownership structure. Identify your firm's board of directors, indicating "inside" and "outside" members.
- 7. Describe any and all lawsuits, liens, restraining orders, consent decrees, foreclosures, investigations by any governmental or administrative agency or assign or other legal/financial actions either now pending, in progress or which have been brought against your firm or any of its officers/principals in the past five years. For lawsuits, include date initiated, plaintiff, description, name of court location, docket number, resolution and current status. Regarding product liability issues your firm would typically face during the normal course of business, indicate who would review these issues (e.g. corporate legal counsel, "outside" counsel, etc.) and identify what their opinion is as to your firm's exposure to product liability issues. Also regarding legal actions, Respondent must provide a listing and a brief description of all material legal actions or purpose of any investigations, description and outcome or if pending so state, together with any fines and penalties, for the past 5 years in which (i) Respondent or any division, subsidiary or parent entity of Respondent, or (ii) any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation, has been:
  - a. A debtor in bankruptcy; or
  - b. A plaintiff or defendant in a legal action for deficient performance under a contract or violation of a statute or related to service reliability; or
  - c. A Respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
  - d. A defendant in any criminal action; or
  - e. A named insured of an insurance policy for which the insured has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability; or
  - f. A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation of a statute or related to service reliability; or

- g. A defendant or Respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents;
  - h. Indicate whether any conflicts of interest would arise if your firm (i.e. management, key employees, large stockholders) entered into this arrangement;
  - i. Respondent must provide a summary of the professional qualifications and experience of key personnel who will be dedicated to the services described in this RFP. For each person identified, describe the following information:
    - Title and reporting responsibility;
    - Proposed role in this project, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility, if appropriate);
    - Pertinent areas of expertise and past experience;
    - Base location (local facility, as applicable); and
    - Resumes or corporate personnel profiles which describe their overall experience and expertise.
8. Respondent must provide copies of appropriate licenses or certifications required of any individual or entity performing the services described in this RFP in the City of Columbus, County of Bartholomew and State of Indiana, for itself, its partners and its subcontractors, including evidence that Respondent is authorized by the Secretary of State to do business in the State of Indiana. Provide copies with the Proposal submission.

### **C. Solution Description**

Provide information on your firm's proposed solution to address the following:

1. A description of the solution that is being proposed to meet the Requirements stated in Section 4. Respondent will enumerate its responses according to the outline in Section 4.

### **D. Deployment Plan**

Respondent will provide a deployment plan with high level tasks for deployment over a proposed period of time. Respondent will also describe the project management methodology that will be used to execute on the deployment plan.

#### **1. Project Timeline**

All responses should, at a minimum, reference the anticipated timeline for this project. All costs should, at a minimum, reflect the ability to meet this timeline. Respondents may, in addition, provide alternative timelines to be accompanied by an explanation of variance from the periods listed.

## 2. Organization Chart

Include an organization chart which clearly illustrates all firms (joint venture partners, if any, subcontractors); relationships in terms of proposed Services; and key personnel involved and the following information:

1. A chart which identifies not only the proposed organizational structure, but also key personnel by name and title. Staffing levels of each organizational unit should be estimated.
2. The specific role of each of the firms in a team or joint venture for each task/work activity must be described.

## E. Dedicated Resources

1. Describe facilities, equipment, personnel, communication technologies and other resources available for implementing any proposed Services.
2. Staffing requirements. Provide an assessment of staffing needs for each major activity area by job title and function. The assessment should include fulltime equivalents for professional staff and supervisors committed to Columbus.
3. Submit resumes for key personnel that will be committed to this engagement. Correlate team members to the tasks they will be performing during implementation/transition and ongoing operations. Along with each resume, Respondent should identify each primary team member working on staff with Respondent, as well as those working in a subcontracting capacity. For each proposed key personnel, describe previous related experience and provide references including: name, address, and telephone number of contact person, and brief description of work history.

## F. Insurance

1. Selected Respondent will be required to submit evidence of insurance including at least Workers Compensation and Employers Liability, Commercial General Liability, Automobile Liability, and Professional Liability.

## G. Required Forms

Respondent is responsible for reading and completing all of the following documentation as prescribed by the City of Columbus (Appendix A).

1. Notice to Bidders
2. Information for Bidders
3. Affirmative Action Statement
4. OSHA and IOSHA Regulations and Drug Free Workplace Signature Form
5. General Form 96, Contractor's Bid with Non-Collusion Affidavit and Non-Discrimination Clause

6. Sample Certificate of Insurance
7. Contract
8. Contractor's Address Form
9. Specification 100 – General Conditions

## 4. REQUIREMENTS

This section outlines requirements for the construction of conduit facilities within as well as the deployment of optical fiber services utilizing the Greater Columbus Conduit System. The Respondent has the option of bidding on either conduit construction, optical fiber services, or both.

The materials and products specified herein reflect the minimum acceptable standards of fabrication and manufacture. All materials and products supplied by the Selected Respondent and specified herein are to be new, unused, of first quality and in original packaging or shipping containers.

The City Engineer's Office may maintain inspection personnel on the job site at their discretion. It is incumbent upon the Selected Respondent to verify that the installation and material used has been inspected before it is enclosed within building features, buried, or otherwise hidden from view. The Selected Respondent shall bear costs associated with uncovering or exposing installations or features that have not been inspected.

### 4.1 Conduit Construction

Should the Respondent elect to respond to the conduit construction component of this RFP, its construction bid shall include a total of at least four (4) routes:

1. Route 1
2. Route 2 or Route 7 (*May Pick One or Both*)
3. Route 4 or Route 5 (*May Pick One or Both*)
4. Route 9

Maps for each of these routes are available in Appendix B.

Routes 3, 6, and 8 will not be addressed in this RFP.

The City of Columbus reserves the right to consider in whole or in part any, all or none of the bids received. Of those bids received, any which do not include the aforementioned required four (4) routes may be eliminated from further consideration.

Approximately 11,000 contiguous feet of unused City of Columbus four (4) inch HDPE rolled conduit may be available for use in the construction of the proposed routes.

The Columbus City Engineer's office offers the following feedback as related to improvement projects that could potentially affect construction of the proposed routes.

- Route 1: 17<sup>th</sup> St. will be under construction for the next two construction seasons (2009-2010).



- Route 2: US 31 will be under construction for the next two construction seasons (2009-2010). Most of 2009 will be utility relocation.
- Route 5: 27<sup>th</sup> St. in the vicinity of Home Ave. is very busy during the school year. Consider a special provision to complete work in this area during the summer.
- Route 7: Improvements to Taylor Rd. are currently being designed. Construction could be as early as 2011.
- Route 9: US 31 will be under construction for the next two construction seasons (2009-2010). Most of 2009 will be utility relocation.

#### 4.1.1. Route 1

*Estimated Distance: < 1 mile*

1. Two (2) empty four (4) inch HDPE conduits shall originate at an existing Greater Columbus Conduit System handhole located in the utility easement at the intersection of 17<sup>th</sup> St. and Hawcreek Blvd., continue east along Hawcreek Blvd. to McClure Rd., head south on McClure Rd. and terminate in an existing Greater Columbus Conduit System handhole located in the utility easement at 12<sup>th</sup> St.
2. Handholes shall be set every 1,000 feet in the utility easement from the originating existing Greater Columbus Conduit System handhole throughout the remainder of Route 1.

#### 4.1.2. Route 2

*Estimated Distance: < 3 miles*

1. Two (2) empty four (4) inch HDPE conduits shall originate at an existing Greater Columbus Conduit System handhole located in the utility easement at the intersection of Arnold St. and Kelly St., continue east along Arnold St. to Middle Rd., head south on Middle Rd. to 25<sup>th</sup> St. (SR-46), head west on 25<sup>th</sup> St. (SR-46) and terminate in an existing Greater Columbus Conduit System handhole located in the utility easement at the intersection of 25<sup>th</sup> St. (SR-46) and Central Ave.
2. Handholes shall be set every 1,000 feet in the utility easement from the originating existing Greater Columbus Conduit System handhole throughout the remainder of Route 2.

#### 4.1.3. Route 4

*Estimated Distance: < 3 miles*

1. Two (2) empty four (4) inch HDPE conduits shall originate at an existing Greater Columbus Conduit System handhole located in the utility easement at the intersection of 5<sup>th</sup> St. and Brown St., continue north along Brown St. to Lindsay St., follow Lindsay St. to Washington St., continue north on Washington St. to 25<sup>th</sup> St. (SR-46), continue east

along 25<sup>th</sup> St. (SR-46) and terminate in an existing Greater Columbus Conduit System handhole located in the utility easement at the intersection of 25<sup>th</sup> St. (SR-46) and Central Ave.

2. Handholes shall be set every 1,000 feet in the utility easement from the originating existing Greater Columbus Conduit System handhole throughout the remainder of Route 4.

#### **4.1.4. Route 5**

*Estimated Distance: < 3 miles*

1. Two (2) empty four (4) inch HDPE conduits shall originate at an existing Greater Columbus Conduit System handhole located in the utility easement at the intersection of 5<sup>th</sup> St. and Brown St., continue north along Brown St. to Lindsay St., follow Lindsay St. to Washington St., continue north on Washington St. to 27<sup>th</sup> St., continue east along 27<sup>th</sup> St. and terminate in an existing Greater Columbus Conduit System handhole located in the utility easement at the intersection of 27<sup>th</sup> St. and Central Ave.
2. Handholes shall be set every 1,000 feet in the utility easement from the originating existing Greater Columbus Conduit System handhole throughout the remainder of Route 5.

#### **4.1.5. Route 7**

*Estimated Distance: < 4 miles*

1. Two (2) empty four (4) inch HDPE conduits shall originate at an existing Greater Columbus Conduit System handhole located in the utility easement at the intersection of Arnold St. and Kelly St., continue east along Arnold St. to Poshard Dr., continue northeast on Poshard Dr. to Marr Rd., continue south on Marr Rd. to Taylor Rd., continue south on Taylor Rd. and terminate in a proposed Greater Columbus Conduit System handhole located in the utility easement at the intersection of Taylor Rd. and 25<sup>th</sup> St. (SR-46).
2. Handholes shall be set every 1,000 feet in the utility easement from the originating existing Greater Columbus Conduit System handhole throughout the remainder of Route 7.

#### **4.1.6. Route 9**

*Estimated Distance: < 2 miles*

1. Two (2) empty four (4) inch HDPE conduits shall originate at a proposed existing Greater Columbus Conduit System handhole located in the utility easement at the intersection of Middle Rd. and 25<sup>th</sup> St. (SR-46), continue east along 25<sup>th</sup> St. (SR-46) and terminate in a proposed Greater Columbus Conduit System handhole located in the utility easement at the intersection of 25<sup>th</sup> St. (SR-46) and Taylor Rd.

2. Handholes shall be set every 1,000 feet in the utility easement from the originating existing Greater Columbus Conduit System handhole throughout the remainder of Route 9.

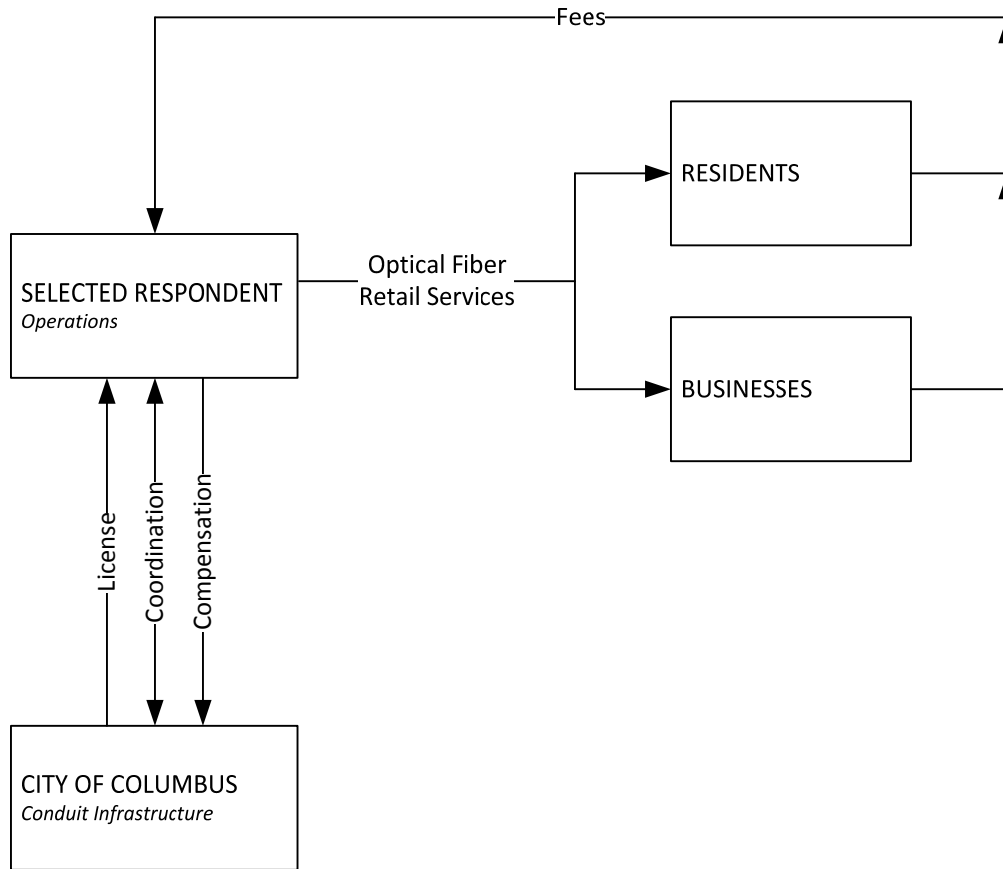
#### **4.1.7. Conduit & Handhole Specifications**

- a. All backbone ducts shall be 4" HDPE (high density polyethylene) roll conduit unless otherwise specified.
- b. The Selected Respondent shall furnish and install all conduits and shall budget for an additional 6% length for contingency. Any resulting extra conduit shall be stored on reels and shall be the property of the City of Columbus.
- c. The Selected Respondent shall directional bore all conduits where trenching would not otherwise be appropriate or permitted.
- d. All handholes must be Quazite PG/LG, 36"x60"x36" and include Quazite cable rack and rack hooks. Other makes and models must be approved by TAC, a TAC designee or the office of the City Engineer.
- e. The Selected Respondent shall furnish and install all handholes.
- f. Tamper resistant hardware is a requirement and two (new) sets of tools necessary to gain access to the handholes must be supplied.
- g. All sweeps on main duct runs between hand-holes shall be 150" radius.
- h. Every effort shall be made to ensure a 30" cover on all duct runs.
- i. All ducts will be placed as per TAC, a TAC designee or the office and/or City Engineer approved drawings.
- j. All cut or damaged ends of ducts shall be cut to normal shape and chamfered and smooth before being used.
- k. Duct banks shall not contain traps between manholes where water may accumulate.
- l. Directional changes in duct banks shall be made with 20' minimum radius bends.
- m. Where duct banks enter manholes or buildings, they shall be constructed as integral to the wall.
- n. Duct bank shall extend to the inside surfaces of the walls and the duct bank reinforcing shall be integrated with the wall reinforcing.
- o. Bell ends shall be provided on ducts where the ducts enter manholes or buildings.
- p. For conduits installed in a trench, a marker tape shall be buried in the backfill approximately 12 inches above duct banks or direct buried ducts for the entire length of the duct run.
- q. A tracer wire must also be incorporated into the duct installation to facilitate future locates. This tracer wire must be clearly identifiable at each hand hole by a label or a color coding system.

- r. Prior to final resurfacing over the duct bank a cylindrical mandrel ¼-inch less than the diameter of the duct shall be drawn by hand through each completed duct without any mechanical assistance. The contractor shall be responsible for replacing any duct through which the mandrel will not pass. This mandrel test will be observed by a member of the TAC, a TAC designee or the office of the City Engineer.
- s. All ducts shall be free of water, and the contractor shall repair leakage through duct.
- t. All completed ducts will be swabbed to remove all foreign material.
- u. All ducts shall be capped or plugged at both ends immediately after the completion of the installation and again after swabbing and mandrelling.
- v. Install flat, woven multi-fiber polyester ribbon with minimum 3/8-inch nominal width and 1,250 pound minimum tensile strength pulling tape in all ducts.
- w. In no case shall the backfill over the duct have rock or particles greater than ½ inch in diameter.
- x. Handholes shall be accessible on at least 3 sides by trucks, cable reel trailers and other cable pulling equipment.
- y. Where at all feasible, handholes should be placed at or near street intersections. The placement of all handholes must be approved by the TAC and the office of the City Engineer.
- z. If handholes must be placed in the streets, they should be at least 30' away from the intersection to minimize traffic interruptions.

#### ***4.2 Optical Fiber Services***

As related only to the proposed conduit routes specified in Section 4.1 of this RFP, the City of Columbus seeks a public-private partnership with the private sector to assist in the design, deployment and operation of an optical fiber service that would include fiber-to-the-curb service along these conduit route additions to the Greater Columbus Conduit System. The following is a high level business model illustrating the relationship between the City of Columbus and the Selected Respondent.



**Figure 1 – High Level Business Model**

The City of Columbus seeks to facilitate a public-private partnership whereby:

- The City of Columbus would be responsible for building out (and paying for) the backbone conduit infrastructure for the proposed conduit routes and would provide the Selected Respondent a license to utilize this infrastructure in exchange for compensation.
- Utilizing said access to the proposed conduit infrastructure, the Selected Respondent would be responsible for all necessary network design, installation, “last mile” construction, operation and customer service functions to offer fiber-to-the-curb services to businesses along these conduit routes.

Table 2 details the high level roles and responsibilities belonging to the City of Columbus and the Selected Respondent as related to the deployment of fiber-to-the-curb service along the Technology Blvd. route.

Responsibility	City of Columbus	Selected Respondent
<b>Conduit Backbone Infrastructure</b>		
Design	✓	✓
Installation		✓
Ownership/Payment	✓	
Maintenance		✓
<b>“Last Mile” Access Infrastructure</b>		
Design		✓
Installation		✓
Ownership		✓
Maintenance		✓
<b>Optical Fiber Network Infrastructure</b>		
Design		✓
Installation		✓
Ownership		✓
Maintenance		✓
<b>Optical Network Electronics</b>		
Core network		✓
Access network		✓
Distribution network		✓
Customer premise equipment		✓
<b>Operations</b>		
Customer service		✓
Network operations		✓
Marketing	✓	✓

**Table 2 – Roles and Responsibilities****4.2.1 Proposed Organization & Business Agreement**

- a. The Respondent shall describe in detail all parties (by name) involved in the proposed solution and present this information with a narrative and organization chart illustrating all relationships, roles, responsibilities and key contacts.
- b. The Respondent shall describe in detail its proposal for compensating the City of Columbus for the use of Technology Blvd. conduit route. Creative solutions are encouraged in conjunction with one or more of the following preferred forms of compensation. Please keep agreement term lengths to five (5) years.
  - i. Lease – A traditional lease agreement set to a predetermined period with monthly payments would be a standardized way of reimbursement.

- ii. Indefeasible Right of Use – A favorable alternative to a standard lease could be an indefeasible right of use (IRU) agreement. The Selected Respondent would tender payment to the City of Columbus up front for temporary ownership (use) of the conduit for a fixed term.
- iii. Revenue Sharing – In exchange for using the City’s conduit system, the fiber provider would share with the City of Columbus revenue collected from usage of the conduit.
- c. The Respondent shall provide sample contracts, for City of Columbus consideration, that could be used to govern the requested partnership described in its Proposal.

#### 4.2.2 Fiber Optic Cable Specifications

- a. Fiber optic cable chosen by the Selected Respondent shall adhere to the following optical standards:
  - i. 8.3µm/125µm single-mode optical fibers
  - ii. Attenuation: 0.35 dB/Km @ 1310 nm; 0.25dB/km @ 1550 nm.
  - iii. Mechanical construction: All dielectric fiber optic cable for installation within underground facilities. Construction shall conform to Corning ALTOS All Dielectric Cable or equivalent.
- b. Sixty (60) feet of fiber optic cable slack should be left in backbone handholes to aid in future expansion from that handhole.
- c. The Selected Respondent shall designate one (1) qualified party (qualifications and service record to be approved by TAC) to perform splicing, termination and testing of optical fiber cable placed in City of Columbus conduits. This trusted party may be changed only after TAC approval and review of the perspective candidate’s qualifications and service record.
  - i. At all required splices in the Selected Respondent’s fiber optic cable plant shall utilize fusion splicing.
  - ii. Spliced fibers are to be installed within a fiber optic splice tray according to the manufacturer’s specifications.
- d. The Selected Respondent will be responsible for installing “last mile” optical fiber connections to its business and residential customers. Aerial fiber and buried conduits containing fiber are both acceptable “last mile” connections.
- e. Conduits utilized by the Selected Respondent shall be populated with three (3), one and one-quarter (1¼) inch innerducts, furnished and installed by the Selected Respondent, prior to fiber optic cable installation. Innerducts are to be in new and unused condition and contiguous end-to-end.
- f. When installing fiber optic cable in innerduct, the Selected Respondent shall place the largest available fiber optic cable that can be installed to reach innerduct capacity.

- g. The Respondent shall describe in detail its capacity planning capabilities to create and accurately manage conduit capacity.
- h. The Selected Respondent will be responsible for working with the City of Columbus Engineer's office on optical fiber construction projects in public rights-of-way.
- i. The Selected Respondent will be responsible for updating the City of Columbus Engineer's office of optical fiber deployment such that it can keep an up-to-date record of optical fiber availability in Greater Columbus.

#### 4.2.3 Network Specifications

- a. It is the long-term vision of the City of Columbus that optical fiber services are available within approximately one-thousand (1,000) feet of (all) Columbus area businesses and residents.
- b. The Selected Respondent shall support fault tolerance mechanisms to mitigate or eliminate single points of failure and ensure high reliability. The Respondent shall explain in detail its service level capabilities (including reliability) for its business and residential customers.
- c. The network shall be easily scaled and upgraded in a modular fashion to support additional subscribers, new applications and new requirements in order to meet evolving user demands. Respondents shall estimate the percentage of the initial network capital cost that will be invested in upgrades during the contract term and elaborate on what steps they will take to determine when network upgrades are required and how they will be rolled out. Respondents shall describe how Columbus can evaluate the network operator's performance relevant to this specification.
- d. The network shall support backup power for all network equipment sufficient to ensure continuous operation during a loss of electrical power. Respondents shall state the amount of time their solution will operate without electrical power and elaborate on any initial or future commitments they will make to increase backup power.
- e. The Respondent shall describe in detail its existing network infrastructure including:
  - i. The location of its network operations center (NOC)
  - ii. The location of all point-of-presence (POP) locations in Indiana
  - iii. Existing portfolio of services
  - iv. Number of business and residential customers
  - v. Bandwidth capacity to the Internet and any NAP connections
  - vi. Existing hardware service level support
- f. The Respondent shall describe its plans for establishing a POP in Columbus from which it would administer optical fiber services.



#### 4.2.4 Operational Specifications

The Selected Respondent will be responsible for all capacity planning, customer service, network operations, installation, maintenance and emergency response operations associated with the operation of an Optical Fiber Services network.

- a. The Respondent shall provide Tier 1, Tier 2 and Tier 3 customer support services corresponding to its service portfolio. Furthermore, the Respondent shall describe in detail its customer service capabilities detailing at a minimum an overview of staff, call center capabilities and descriptions of its tiered support structure.
- b. The Respondent shall describe in detail its plan for network operations to ensure both the conduit and fiber facilities are kept in good repair.
- c. The Selected Respondent shall be responsible for ongoing maintenance of both the conduit and fiber contained therein to ensure that both facilities are kept in good repair – at no additional cost to the City of Columbus.
- d. The Respondent shall describe in detail its maintenance plan to ensure both the conduit and fiber facilities are kept in good repair.
- e. The Selected Respondent shall be responsible for repairing both the conduit and fiber contained therein in the event of damage to or destruction of conduit and/or fiber infrastructure, at no additional cost to the City of Columbus.
- f. The Selected Respondent shall provide the City of Columbus with the emergency contact number of a designated point of contact for coordinating the handling of emergency repairs to affected conduit and fiber facilities and shall notify the City of Columbus of changes to such information.
- g. The Respondent shall describe in detail its emergency response plan to repair a fiber cut in terms of at least the following: escalation hierarchy (with contacts), time to respond, description of response team, location of response team, qualifications of response team, mean time to repair and documentation of incident.

#### 4.2.5 Service Level Specifications

The focus of partnership with Columbus is to create an open and inclusive system, managed by a third-party partner, which provide retail optical fiber service not only to business and consumer customers, but also the Columbus telecommunications industry as a whole.

- a. The Selected Respondent shall provide open access to optical fiber infrastructure (dark fiber or lit fiber services) to multiple unaffiliated service providers as a wholesale service.
- b. The Selected Respondent, and any service provider affiliated with the Selected Respondent, may also provide retail-branded telecommunications services over the optical fiber.
- c. The Selected Respondent shall offer the following types of optical fiber services:

- i. Dark fiber – Fiber that is available to individuals or companies that wish to establish optical communication between locations.
  - ii. Lit services – a managed transport service including the electronic and optical equipment necessary to establish reliable high bandwidth communication between locations.
- d. The Selected Respondent shall have the capability either internally or through one (1) or more partners the ability to offer long-haul dark fiber and lit fiber services to the Henry St. Carrier Hotel facilities located in Indianapolis, IN.
- e. Respondent proposals shall include an estimated full menu of optical fiber services and estimated pricing including costs for any required customer premise equipment.
- f. The Respondent shall describe in detail its marketing plans and penetration goals for the first five (5) years of operating the Optical Fiber Services network.

#### **4.2.6 Security & Privacy Specifications**

- a. Proposed solutions shall support multi-layered security protocols and methods to include, at a minimum, the following:
  - i. Physical security for all critical network equipment components via secured facilities.
  - ii. Mechanisms to prevent or mitigate the risk of hackers, spammers, denial of service and other forms of malicious attacks on or through the network. These mechanisms should balance the need to prevent these attacks, while at the same time not punishing or burdening unnecessarily all users of the network.
- b. The Respondent shall describe in detail its existing multi-layered security architecture as well as its plans for ensuring both the physical security of the Optical Fiber Services network as well as the security of the data being transmitted across the Optical Fiber Services network.
- c. The Respondent shall describe in detail its plans for protecting the privacy of customers utilizing the Optical Fiber Services network including how they plan to communicate privacy policies to users and how users' acceptance of the policy will be obtained.

#### **4.3 Construction Schedule**

- a. Construction/installation planning shall be initiated within thirty (30) days of contract award unless otherwise stated in writing by the TAC.

## 5. COLUMBUS OVERVIEW

### 5.1. Summary <sup>2</sup>

“Columbus, Indiana, is an internationally recognized, architecturally significant community located within the Indianapolis, Louisville and Cincinnati triangle. It would be just another small Midwestern city except for the vision and cooperation of public, private and corporate leaders who are striving to make Columbus the best community they can create.”

Located just 45 miles south of Indianapolis, Columbus is ranked #6 in the U.S. for architecture innovation and design. The city has public art by renowned artists and nationally recognized gardens and landscaping, which includes an amazing park system. It's a place with a world-class golf course, outstanding athletic facilities, great fun for families and wonderful shopping.

Columbus won the highly competitive 2006 America in Bloom national competition for the population category 25,001-50,000. Eight core categories were judged, such as heritage, urban forestry and floral displays. The city won on its first attempt, which is a very uncommon achievement. It was also chosen "Best of the Best" for landscape design, citing Irwin Gardens, national landscape design awards and the city's park and trail system.”

With broadband availability becoming paramount in attracting and retaining businesses, cities of all sizes are realizing that these services are no longer a luxury, but a necessity to remain competitive and therefore attractive. It is the vision of Mayor Armstrong that telecommunications infrastructure and services become enablers for commerce and further economic growth within the City of Columbus.

### 5.2. Geography <sup>3</sup>

“Columbus is located at 39°12’50”N, 85°54’40”W (39.213998, -85.911056). The Driftwood and Flatrock Rivers join at Columbus to form the East Fork of the White River.

According to the United States Census Bureau, the city has a total area of 68.3 km<sup>2</sup> (26.4 mi<sup>2</sup>). 67.2 km<sup>2</sup> (26.0 mi<sup>2</sup>) of it is land and 1.1 km<sup>2</sup> (0.4 mi<sup>2</sup>) of it (1.59%) is water.”

### 5.3. Demographics <sup>4</sup>

“Columbus is the county seat of Bartholomew County. As of the 2000 census, the population of Columbus was 39,059 people, 15,985 households, and 10,563 families.”

#### 5.3.1. Households

“There were 15,985 households out of which 31.8% had children under the age of 18 living with them, 51.9% were married couples living together, 11.0% had a female householder with no

<sup>2</sup> Columbus, Indiana Convention and Visitors Bureau. Columbus Area Visitors Center. <http://www.columbus.in.us/>

<sup>3</sup> Columbus, Indiana. Wikipedia. [http://en.wikipedia.org/wiki/Columbus,\\_Indiana](http://en.wikipedia.org/wiki/Columbus,_Indiana)

<sup>4</sup> Columbus, Indiana. Wikipedia. [http://en.wikipedia.org/wiki/Columbus,\\_Indiana](http://en.wikipedia.org/wiki/Columbus,_Indiana)

husband present, and 33.9% were non-families. 29.1% of all households were made up of individuals and 10.7% had someone living alone who was 65 years of age or older. The average household size was 2.39 and the average family size was 2.94.”

### **5.3.2. Ages**

“In the city the population was spread out with 25.7% under the age of 18, 8.0% from 18 to 24, 29.5% from 25 to 44, 23.0% from 45 to 64, and 13.7% who were 65 years of age or older. The median age was 36 years. For every 100 females there were 92.8 males. For every 100 females age 18 and over, there were 89.6 males.”

### **5.3.3. Income**

“The median income for a household in the city was \$41,723, and the median income for a family was \$52,296. Males had a median income of \$40,367 versus \$24,446 for females. The per capita income for the city was \$22,055. About 6.5% of families and 8.1% of the population were below the poverty line, including 9.7% of those under age 18 and 8.8% of those age 65 or over.”

## EXHIBIT A. COMPANY REFERENCES

### Respondent / Team Member Company Profile Information

*Submit a completed company profile information sheet for prime, each joint venture partner and subcontractor(s), as applicable.*

(1) Legal Name of Firm: \_\_\_\_\_

(2) Doing Business under Other Company Name? If yes, Name of Company: \_\_\_\_\_

(3) Headquarters Address, City, State, Zip Code: \_\_\_\_\_  
\_\_\_\_\_

(4) Web Site Address: \_\_\_\_\_

(5) Proposed Role: ☐ Prime ☐ Subcontractor/Sub-consultant ☐ Joint Venture Partner ☐ Supplier  
or ☐ Other: \_\_\_\_\_

(6) Number of Years in Business: \_\_\_\_\_

(7) Total Number of Employees: \_\_\_\_\_

(8) Total Annual Revenues separated by last 3 full fiscal years: \_\_\_\_\_  
\_\_\_\_\_

(9) Major Services Offered as Prime Contractor: \_\_\_\_\_  
\_\_\_\_\_

(10) Subcontracted Services: \_\_\_\_\_  
\_\_\_\_\_

(11) Briefly describe your firm's strategy and approach to providing services for a client: \_\_\_\_\_  
\_\_\_\_\_

(12) Briefly describe your firm's fiber optic facilities construction experience: \_\_\_\_\_  
\_\_\_\_\_

## APPENDIX A. REQUIRED FORMS

### NOTICE TO BIDDERS

Notice is hereby given that the City of Columbus, Indiana, acting by and through its Board of Public Works and Safety will receive sealed bids or at the office of the City Clerk-Treasurer in the City Hall of said City until 10:00 AM, E.S.T. on <<**Date**>>, for the construction of certain street improvements in said City, together with other work incidental thereto as set forth in detail in the drawings and specifications prepared and certified by the City Engineer of said City and on file in the office of the City Clerk-Treasurer at the City Hall of said City.

The improvements, for which sealed bids will be received, consist of the following:

**<<Project and # >>>**

This is further notice that bids received in the Office of the City Clerk-Treasurer before 10:00 AM on such date shall be opened and read aloud publicly during the meeting of the Board of Public Works and Safety on <<**Date**>> at 10:00 AM or soon thereafter as the orderly transaction of business of the Board will allow.

All bids shall be properly and completely executed on the proposal forms provided with the plans and specifications including the noncollusion affidavit and Form 96 as required by the State Board of Accounts.

All bidders must accompany their bid with a bid bond or certified check made payable to the City of Columbus, Indiana. Such bid bond and/or certified check must be in an amount equal to 10 percent (10%) of the bid price as guaranty that he will carry out the terms of his bid. All bonds must be secured from a bonding company as listed in the current edition of the U.S. Treasury Department, Circular #570, and authorized to transact business in the State of Indiana. The Board of Public Works and Safety reserves the right to reject any and all bids.

All contractors, subcontractors, and bidders for contracts with the City of Columbus shall submit a written declaration specifically titled "Affirmative Action Signature Form" on the proposal forms provided, stating that they will not discriminate against any employee or applicant for employment in the performance of such contracts with respect to hire, tenure, terms, conditions, privileges of employment, or any matter indirectly related to employment because of race, religion, color, sex, disability, national origin, or ancestry. The declaration shall also state that the contractor, subcontractor, or bidder shall comply with this statement as well as these contractual promises. Failure to submit this declaration will constitute a material defect in the bid, and a breach of this covenant may be considered a material breach of the contract.

All contractors must comply with OSHA/IOSHA regulations and maintain a drug free workplace pursuant to applicable federal and state law regulations. A signed statement shall be included with the bid.

Wage rates on any project or division of work shall not be less than the prescribed scale of wages as heretofore determined in accordance with Chapter 319 of the Acts of the Indiana General Assembly for the year 1935. A schedule of wage rates so determined is on file in the Office of the City Engineer.

The successful bidder, to whom the work is awarded, will be required to furnish an acceptable performance bond in the amount of 100 percent (100%) of the contract price. It is intended that actual construction of all work divisions shall be started as soon as practicable, and each bidder shall be prepared to enter promptly into a construction contract, furnish a performance bond, furnish a certificate of insurance, and begin work without delay in the event the award is made to him.

No bidder may withdraw any bid or proposal within a period of thirty (30) days following the date set for receiving bids or proposals. The Board of Public Works and Safety reserves the right to waive informalities.

Drawings, plans, and specifications for said division work are on file in the office of the City Clerk-Treasurer and the office of the City Engineer in the City Hall of said City.

For special accommodations needed by physically challenged individuals planning to attend the bid opening, please call 812-376-2570 or TDD 812-375-2720 at least forty-eight (48) hours prior to the meeting.

---

Fred Armstrong, Mayor

Attest:

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Steve Gochenour, Member

---

Brenda Sullivan, Clerk-Treasurer

---

Judy Johns Jackson, Member

Publish: The Republic – *(Date)* and *(Date)*

## **INFORMATION FOR BIDDERS**

### **1. PROPOSAL**

The Proposal shall consist of the completed Bid Form bound with the specifications as furnished by the City, a bid bond or certified check, a power of attorney for the agent signing the bid bond, a non-collusion affidavit, a Qualification Questionnaire Form 96, and the attached non-collusion affidavit. Three copies of the proposal must be contained in a sealed envelope which shall be properly marked on the outside to show the name of the bidder, name of the work being bid upon, and the time when said bids are scheduled to be opened.

### **2. NON-COLLUSION AFFIDAVIT**

The affidavit on non-collusion must be made by the person, member of the firm, or authorized officer of the corporation making the proposal. If made by a member of a firm or officer of a corporation, the affidavit must be made on behalf of said firm or corporation.

### **3. SIGNATURES**

Each proposal must be signed in ink by the person, member of firm, president, or vice president, and the secretary of the corporation, making the proposal. The title, position, or character of the person signing said proposal must be shown under said person's name.

### **4. FILING**

All proposals on file at the time scheduled for opening will be publicly opened and read. They shall be available thereafter for inspection by any interested party.

### **5. WITHDRAWAL OF PROPOSAL**

No proposal may be withdrawn, altered, or qualified after the scheduled time for opening. All proposals shall remain in effect for thirty (30) days unless set out otherwise in the advertised Notice to Bidders.

### **6. RIGHT TO REJECT BIDS**

The City expressly reserves the right to reject any and all bids and to judge the character and sufficiency of any samples of materials submitted or materials bid upon.

### **7. AWARD**

The City will, without unnecessary delay and at the earliest possible time, make the award to the lowest responsive and responsible bidder. The award will be based on the base bid.

### **8. FORMS**



All forms required are bound with the specifications and are to be completed by each bidder and returned with the specifications. **Contents of bid package must be clearly marked on outside of sealed envelope and contain 3 copies of your bid or proposal.** A duplicate set of the bid form and/or a disk of the bid form in electronic format may be secured from the engineer's office for the bidder's use.

## **9. PRICES**

Prices must always be stated in figures and shall be stated in words also where requested. All prices must be so distinctly expressed that there can be no doubt as to the meaning thereof. Illegible figures shall be just cause for rejection of any proposal.

## **10. BID BOND - CERTIFIED CHECK**

Each bidder shall include as part of the proposal a certified check, a cashiers check, or a satisfactory bid bond in an amount of not less than 10 percent (10%) of the bid amount. In no case shall any check or bond be less than the sum of one hundred dollars (\$100). Each check shall be certified by a reputable bank doing business in the State of Indiana. Certified checks will be returned to bidders whose proposals are rejected. The check or bond submitted by the successful bidder shall be retained by the City until said bidder has entered into contract and posted satisfactory performance bond. If the successful bidder does refuse or neglect to enter into a contract with the City within seven (7) days from the time of notification of the acceptance of the bid, said check or bond shall be forfeited to the City and liquidated damages as ascertained for failure to do so.

## **11. UNIT PRICES**

Bidders must divide their bid amount into unit prices as called for on bid form included in the Proposal.

## **12. ESTIMATED QUANTITIES**

The estimated quantities shown on the Bid Form and the Engineer's estimates of the quantities required to complete the work shown on the plans, or required by the specifications, or both, are intended to be true and correct but are not guaranteed. If there is a difference between the quantities shown on the Bid Form and the quantities actually required to complete the work as shown on the plans or required by the specifications, or both, the plans and specifications shall govern. If the plans are changed by the direction of the City Engineer, the contract will be altered by change order to cover the necessary additions or deductions completed at the unit price submitted by the bidder. Insertion of new items in the bid form by the bidder may result in the Proposal being declared a counter proposal and may result in it being rejected.

## **13. PERFORMANCE BOND/INSURANCE**

At the time of signing the contract, the successful bidder will be required to furnish 100% Performance and Payment Bond and a certificate of insurance as provided by the General Specifications.

#### **14. QUALIFICATIONS**

Persons, firms, or corporations submitting proposals shall be prepared to demonstrate to the satisfaction of the City Engineer that they have the proper facilities, expert workers, necessary capital, and experience to execute the contract in a proper manner.

#### **15. CHOICE OF MATERIALS AND EQUIPMENT**

In cases where the specifications permit the choice of one material from a group of two or more satisfactory materials, the City Engineer reserves the right to designate the material that shall be used, unless the Bidder makes a designation of the material being bid upon, when he submits his proposal. The same condition applies to equipment.

#### **16. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITES**

Plans and Specifications are on file in the office of the City Clerk-Treasurer and Bidders are expected to examine them before submitting their proposals. Bidders must satisfy themselves by personal examination of the location of the proposed work, and by such other means as they may choose, as to the accuracy of the estimates of the work to be done, and shall not at any time after the opening of the bids dispute or complain of the statement or estimate of the Engineer, nor assert that there was any misunderstanding as to the nature or amount of the work to be done. The estimate is believed to be correct, but the City will not be responsible for any errors in the estimate or for any omissions in the plans.

#### **17. PAYMENT**

The cost of improvements herein provided for may be paid for by special assessment, by tax funds, or by donated monies or any combination thereof as set out elsewhere in these proceedings.

**Affirmative Action Signature Form**

\_\_\_\_\_ (Name of Contractor, Subcontractor, and Bidder) declares that they will not discriminate against any employee or applicant for employment in the performance of this contract with respect to hire, tenure, terms, conditions or privileges of employment, or any matter indirectly related to employment because of race, religion, color, sex, disability, national origin or ancestry.

\_\_\_\_\_ (Name of Contractor, Subcontractor, and Bidder) shall comply with this declaration, and understands that breach of this covenant may be considered a material breach of the contract.

Company Name \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

## OSHA AND IOSHA REGULATIONS SIGNATURE FORM

It is the policy of the City of Columbus to be in compliance with all federal and state occupational safety and health regulations and/or standards. It is a requirement for any person, company, or corporation doing business with the City of Columbus to be in compliance with the appropriate OSHA and IOSHA regulations and/or standards. Any person, company, or corporation not in compliance shall hold the City of Columbus harmless from any and all injuries, illness, and death arising out of non-compliance with the OSHA and IOSHA regulations and/or standards and such non-compliance shall be considered in material breach of any contractual agreement with the City of Columbus.

\_\_\_\_\_ (Name of Contractor, subcontractor and bidder) shall comply with OSHA and IOSHA regulations and understands that breach of this covenant may be considered a material breach of the contract.

Company Name \_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

## DRUG FREE WORKPLACE SIGNATURE FORM

Any and all contractors performing work for the City of Columbus shall maintain a drug free work place pursuant to applicable federal and state law regulations. By contracting with the City of Columbus, each contractor hereby certified and agrees that it will provide a drug free workplace and take all appropriate steps to insure that all applicable federal and state regulations concerning the implementation of such drug free workplace has occurred.

Company Name \_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Prescribed by State Board of Accounts

State Form 52414  
Form No. 96 (Revised 2005)

## CONTRACTOR'S BID FOR PUBLIC WORK – FORM 96

## PART I

(To be completed for all bids. Please type or print)

Date: \_\_\_\_\_

1. Governmental Unit (Owner): \_\_\_\_\_

2. County : \_\_\_\_\_

3. Bidder (Firm): \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_

4. Telephone Number: \_\_\_\_\_

5. Agent of Bidder (if applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of \_\_\_\_\_  
(Governmental Unit) in accordance with plans and specifications prepared by \_\_\_\_\_  
\_\_\_\_\_ and dated \_\_\_\_\_ for the sum of  
\_\_\_\_\_ \$ \_\_\_\_\_

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS  
(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

## ACCEPTANCE

The above bid is accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, subject to the following conditions: \_\_\_\_\_

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

## PART II

(For projects of \$100,000 or more – IC 36-1-12-4)

Governmental Unit: \_\_\_\_\_

Bidder (Firm) \_\_\_\_\_

Date: \_\_\_\_\_

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

## SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? \_\_\_\_\_ If so, where and why?

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4. List references from private firms for which you have performed work.

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## SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)
2. Please list the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.
3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.
4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.
5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

## SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

**SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT**

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

**SECTION V OATH AND AFFIRMATION**

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Organization)

By \_\_\_\_\_

\_\_\_\_\_  
(Title of Person Signing)

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public, personally appeared the above-named \_\_\_\_\_ and  
swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_



Form No. 96 (Revised 2005)

BID OF

(Contractor)

(Address)

FOR  
PUBLIC WORKS PROJECTS  
OF

Filed \_\_\_\_\_

Action taken \_\_\_\_\_

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>						DATE (MM/DD/YYYY)	
PRODUCER				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED				INSURERS AFFORDING COVERAGE			NAIC #
INSURER A:				INSURER B:			INSURER C:
INSURER D:				INSURER E:			
<b>COVERAGES</b> THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
TYPE	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
<b>A</b>	<input checked="" type="checkbox"/>	GENERAL LIABILITY				EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		<input checked="" type="checkbox"/>				PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 10,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COM/OP AGG	\$ 2,000,000
<b>A</b>	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EAACC	\$
		GARAGE LIABILITY				AGG	\$
		<input type="checkbox"/> ANY AUTO				EACH OCCURRENCE	\$ 5,000,000
<b>C</b>	<input checked="" type="checkbox"/>	EXCESS/UMBRELLA LIABILITY				AGGREGATE	\$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		RETENTION \$					\$
<b>B</b>	<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input checked="" type="checkbox"/> WC STAT- TORY LIMITS <input type="checkbox"/> OTHER	
		ANY PERSONS PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
<b>D</b>	<input type="checkbox"/>						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS							
<b>CERTIFICATE HOLDER</b>  <div style="text-align: right;">COLUM-7</div> <p>COLUMBUS; CITY OF BOARD OF PUBLIC WORKS 123 WASHINGTON ST./CITY HALL COLUMBUS IN 47201</p>				<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			

ACORD 25 (2001/08)

## CONTRACT

This Contract made the \_\_\_\_\_ day in \_\_\_\_\_, 2009, by and between, \_\_\_\_\_, hereinafter referred to as the Contractor, and the City of Columbus, Columbus, Indiana, hereinafter called the Owner.

WITNESSETH: That the Contractor and the Owner for the consideration herein agree as follows:

ARTICLE I - SCOPE OF WORK - The Contractor shall perform and guarantee everything required to be performed or guaranteed and shall provide and furnish all labor, materials, except as otherwise specifically provided, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in workmanlike manner the construction of:

Project Name

Project Number

In the City of Columbus, Indiana, all in accordance with the plans and specifications, which plans and specifications are made a part of this Contract; and the contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II - THE CONTRACT PRICE - The Owner shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, the sum of \$

ARTICLE III - PAYMENTS - Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract; and are conditioned upon the Contractor furnishing the Owner with satisfactory evidence that all payrolls, material bills and other costs incurred by the first part in connection with the construction of the work have been paid in full.

ARTICLE IV - ROYALTIES AND PATENTS - The Contractor agrees to pay for all royalties and patents, including those applying to processes, and further agrees to defend all suits or claims

for infringement on any patent rights, and to save the Owner and his agents harmless from the loss or expense on account thereof.

ARTICLE V - COMPONENT PARTS OF THIS CONTRACT - This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Special Conditions
2. General Conditions
3. Specifications, including all Addenda
4. Plans
5. This Instrument
6. Proposal
7. Information for Bidders
8. Notice to Bidders
9. Supplemental Unit Prices

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE VI - GUARANTEE - The Contractor hereby agrees to protect Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one year subsequent to the date of a final acceptance by the City of Columbus, Indiana, and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials, or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three original counterparts the day and year first above written.

CONTRACTOR

BY \_\_\_\_\_

\_\_\_\_\_

TITLE \_\_\_\_\_

ATTEST:

\_\_\_\_\_ Secretary for Corporation

SEAL

OWNER

City of Columbus, Indiana  
A Municipal Corporation

By \_\_\_\_\_  
Fred Armstrong, Mayor

\_\_\_\_\_  
Judy Johns Jackson, Member

\_\_\_\_\_  
Steve Gochenour, Member

Members of the Board of Public Works and Safety of the  
City of Columbus, Indiana

ATTEST:

\_\_\_\_\_  
Brenda Sullivan, Clerk-Treasurer of the City of Columbus, Indiana

SEAL

ADDRESS FORM FOR CONTRACTOR,  
AGENT AND SUPERINTENDENT

Contractor's Name \_\_\_\_\_

Home Office \_\_\_\_\_

Address \_\_\_\_\_

Telephone/Fax/Email \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Contractor's Agent \_\_\_\_\_

Address of Agent \_\_\_\_\_

Telephone/Fax/Email \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Contractor's Superintendent \_\_\_\_\_

Address of Superintendent \_\_\_\_\_

Telephone/Fax/Email \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Contractor's Foreman \_\_\_\_\_

Address of Foreman \_\_\_\_\_

Telephone/Fax/Email \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

This form shall be filled out and forwarded to the City Engineer before the work is commenced.  
See Specification No. 100, Paragraph A 44.

SPECIFICATION No. 100

For

CITY OF COLUMBUS, INDIANA

A 1 DEFINITIONS

Wherever the words, “THE BOARD”, are used in these specifications, it shall be understood as referring to the BOARD OF PUBLIC WORKS AND SAFETY of the City of Columbus, the representative in this contract of the City of Columbus. Wherever the word “ENGINEER” is used in these specifications, it shall be understood as referring to the City Civil Engineer of the City of Columbus. Wherever the word “CITY” is used in these specifications, it shall be understood as referring to the Civil City of Columbus, Indiana. Wherever the word “CONTRACTOR” is used in these specifications, it shall be understood as referring to the person, firm, or corporation, who shall enter into an agreement to execute and perform the work, or any part thereof, as herein specified and contemplated, or any other legal representative of said person, firm or corporation.

Wherever the letters “A.S.T.M.” are used in these specifications, it shall be understood as referring to the American Society for Testing Materials. Wherever the letters: “A.A.S.H.T.O.” are used in these specifications, it shall be understood as referring to the American Association of State Highway Transportation Officials.

When reference is made to a certain Designation Number of a specification or test as set out or given by the American Society of Testing Materials, the American Association of State Highway Transportation Officials, or any other generally accepted authority, it shall be understood to mean the current, up-to-date, standard specification or interm specifications for that particular process, material, or test as currently published by that group.

A 2 INTENTION OF PLANS, SPECIFICATIONS, AND CONTRACT

It is intended that all specifications, plans, drawings, profiles, and details, setting out, describing, detailing, and otherwise defining the size, shape, kind, quality, quantity, or performance of any materials, equipment, installation, or construction shall all be a part of the contract covering the project which said documents define; and all of said documents are intended to complement each other with each part making the whole more complete, consistent, and intelligible, in that order of importance.

A 3 INTERPRETATION OF THE PLANS, SPECIFICATIONS, AND CONTRACT

The Plans and Specifications are technical documents, expressed in engineering terminology and symbols, and shall be interpreted by the most usual engineering meaning. Where uncertainty or doubt exists as to the correct interpretation, intent, or meaning of the plans and/or specifications, the Engineer shall be requested to set out the proper meaning, intent,



and/or interpretations; and his interpretation shall be final and binding in the administration of any contract of which any plans and/or specifications are a part. It being not practical to set out in absolute and complete detail each and every requirement for performing the work covered by the plans and specifications, in addition to those things specifically required, all things reasonably implied shall be as much a part of the work as if specifically set out. Any one having doubt as to the meaning, intent, or requirements of the plans or specifications shall request from the Engineer a written clarification. Any Bidder who submits a proposal on any work covered by plans and specifications shall familiarize himself with the plans, specifications, the site where the work is to be done, and all other things related to the work; and his failure to do so shall not be reason to release him from any obligation he does assume as a result of submitting a proposal or of contracting for any work. All plans and specifications shall be interpreted wherever possible to complement each other. Where complementary interpretation is not possible, the Engineer shall upon request of any party to the contract set out the interpretation which shall govern. Bidders may request interpretation from the Engineer at any time. No interpretation shall change or prejudice the language of the original document unless it be issued in written form as an addendum in the case of the specifications or a change order in the case of a contract.

#### A 4 DIMENSIONS, SCALES, ERROR, AND MISTAKES

The information shown on all drawings such as plans, profiles, elevations, details, and schematics is intended to be correct. Written dimensions shall always take precedence over scaled dimensions. Dimensions of new construction shall take precedence over dimensions of existing conditions. Information furnished in the contract documents on existing conditions at the construction site are furnished to assist the bidders in becoming familiar with the site. Each bidder shall inform himself of site condition before submitting a proposal and shall not thereafter complain of his lack of information. Errors on the drawings which, when corrected by the Engineer, change the size, length, or quantity of materials or equipment in the project shall be followed by a change order changing the contract amount as prescribed in Paragraph A 5 – CHANGES IN THE PLANS AND SPECIFICATIONS. Results of mathematical processes shall be secondary to the original data used in the process; and mistakes such as those incurred in transposition, addition, subtraction, multiplication and division shall be corrected whenever found without changing the contract. Each bidder shall assure himself that every list, schedule, take-off, and the like is a correct representation and/or summary of the data given on the plans in the specifications.

#### A 5 CHANGES IN PLANS AND SPECIFICATIONS

The Engineer may change any detail, material, or method of construction which will not increase the cost nor decrease the quality or performance of the completed facility; and such change shall not be deemed a change in the contract. Changes in the Plans or Specifications or both may be ordered by the Board.

The Board may add to or reduce the quantity of work covered by the contract, change the materials, equipment, or methods of construction, or otherwise change the plans or specifications without vitiating contract so long as the contract price and completion date are adjusted as set out herein. In the administration of any contract of which plans or specifications are a part, the contract price shall be adjusted by one of the following methods:

- (a) By applying unit prices supplied on the contractor's proposal against the changes in the contract quantities.
- (b) By applying supplementary unit prices supplied on the contractor's proposal against the changes in the contract quantities.
- (c) Where no applicable unit prices are available in the contract, then by an acceptable proposal from the contractor.
- (d) As a last resort by paying all direct labor, material, and equipment cost plus twenty (20) percent to cover superintending above foreman level, all overhead, and other distributive charges. Equipment cost shall be deemed to be that determined by applying the latest schedule of the Rental Equipment Dealers Association against the hours of equipment use.

Whenever the Board does change the quantity of work, materials, or methods of construction, or equipment incorporated into the project, the Contractor shall at that time file a request for extension of time for completion if said change will cause a delay.

#### A 6 MATERIALS

All materials shall equal or exceed the quality specified or reasonably implied by the plans and specifications. The Contractor shall be prepared at all times to furnish a notarized statement from manufacturers that the materials furnished meet the applicable specifications. The Contractor shall upon request furnish material samples for approval prior to use in the work; and after approval he shall not substitute other materials. Materials stored on the job or incorporated into the work which do not meet specified requirements shall be removed and replaced at the Contractor's expense upon order of the Engineer. Progress payments shall not be interpreted as acceptance of materials, equipment, or performance.

#### A 7 EQUIPMENT

All equipment shall equal or exceed the quality and performance specified or reasonably implied by the plans or specifications and shall have an appearance satisfactory to the Engineer.

The Contractor shall submit manufacturer's performance data, detail drawings in plan and elevation, weights, foundation requirements, space requirements, power requirements, and related information and shall secure the Engineer's approval of said equipment prior to its purchase. The submission of the above requested information, its approval by the Engineer, the placing of orders therefore, and the securing of scheduled delivery dates shall be judged to be ten percent (10%) progress on equipment purchase and installation. No progress payments will be made on any project until this ten percent (10%) progress on equipment purchase and installation has been accomplished.

#### A 8 WORKMANSHIP AND APPEARANCE

In addition to the materials and equipment specified herein, all work shall be performed in such order and manner that said materials and equipment are combined and installed to accomplish the completed project as defined, described, and implied by the contract documents. Good workmanship and appearance are an integral part of the contract, and the Contractor shall employ skilled craftsmen in each craft who are capable of performing good work and shall provide superintendents who know what good workmanship is and require it of all their workmen.

#### A 9 INCOMPETENT, UNSKILLED, DISORDERLY PERSONNEL

The Contractor shall provide competent, skilled, and orderly personnel to perform the work. Any person employed who is found to be non-cooperative, insolent, drunk, disorderly, incompetent, or unskilled at the work he is performing shall be removed from the work immediately upon request of the Engineer and shall not be allowed to return to work on the project without the Engineer's approval.

#### A 10 COMPETENCE OF CONTRACTOR AND SUBCONTRACTORS

The Bidder shall be competent to perform with his own resources and personnel all of the work covered by the plans and specifications unless he states in his proposal that he intends to sub-let part of the work. Any bidder who so states shall be required to submit prior to the award of a contract a list of the subcontractors he shall use on the work, what work each of said subcontractors shall perform, and he shall furnish upon request of the Engineer information adequate to establish the competency of said contractors. After proposing to perform all the work with his own resources and personnel, or after listing the subcontractors he shall use on the work and the work they shall perform, and after being awarded a contract on the basis of either one of these conditions, any change in either of these two conditions shall require the prior approval of the Board or the Engineer.

A 11 WORK AT THE CONTRACTOR'S RISK

During the term of the contract, including the guarantee and maintenance period, the Contractor and his surety shall be entirely responsible to the City and to the public for any loss or damage resulting from the construction of and lack of performance of the work covered by the contract whether the loss or damage be occasioned by acts of commission or omission, of agent or employee, or result from rain, flood, backwater, caving, settlement, nuisance, explosion, fire, theft, windstorm, or delay.

A 12 ORDER OF THE WORK

The Contractor may perform the work in such order, sequence, or schedule as he may deem necessary and best so long as said order, sequence, or schedule does not unnecessarily inconvenience the public, interfere with public safety, or impair or threaten to impair the quality, performance, or appearance of the completed work. Construction in a public street which results in the closing of more than one thousand (1000) feet of one lane of a street, or the closing of two or more consecutive street crossings, or the closing of both lanes of traffic shall not be permitted unless approved in writing by the Engineer. Said request must allow adequate time to present said request to the Board. All streets shall be kept closed for only the minimum time required to perform the work.

A 13 SUSPENSION OF WORK

The Board may suspend the work, either in whole or in part, for periods of seven days or less when in its opinion the necessity, convenience, or welfare of the public requires it. The Engineer may recommend to the Contractor and the City that the work be suspended when, in his opinion, weather or site conditions are so unfavorable that satisfactory performance is not likely. The City shall consider the Engineer's recommendation as prima facie evidence that the public welfare requires suspension of the work. If, for any reason other than non-compliance with plans and specifications, the Board orders the work suspended, the time of completion shall be extended by the amount of time the suspension is in effect.

A 14 CONSTRUCTION DURING THE COLD SEASON

During the season of the year when below freezing temperatures may reasonably be expected, construction work which can be damaged by frost, snow, or ice shall not be done except upon written permission by the Engineer. A contractor who wishes to continue construction during this season shall submit a written request to do so and shall set out the specific methods he proposes to use to prevent any cold weather damage. In addition to

preventing damage to the work during this season, the Contractor shall take all precaution to prevent unnecessary inconvenience to the public or undue hardship on any person.

#### A 15 PROTECTION AND RESTORATION OF REAL ESTATE IMPROVEMENTS IN PUBLIC STREETS, ALLEYS, AND EASEMENTS

The Contractor shall take positive action to protect from unnecessary damage all curbs, walks, lawns, trees, bushes, shrubs, and property markers lying within or adjacent to public streets, alleys, and easements. All damage shall be corrected so that said improvements are returned substantially to the same or better condition existing prior to the work having been performed at no cost to the City unless specifically set out in the proposal.

#### A 16 MAINTENANCE OF ACCESS TO PRIVATE PROPERTY

No private property shall be isolated to the extent that no safe pedestrian access is available to the tenant thereof. In addition, vehicular access shall be maintained at all possible times. The storage of materials shall be done in such manner and at such places that drives, walks, gutters, fire hydrants, alleys, or streets are not blocked.

#### A 17 JOINING TO OR CONNECTING WITH EXISTING FACILITIES

The Contractor shall include in his bid the total cost for joining and connecting all new construction with existing facilities which said new construction serves, is served by, is a functional part of, or to which it is adjoining. The joining, jointing, and connecting shall be done in a substantial manner and shall have a good appearance, the cost of which will be incidental to the contract.

#### A 18 COLLATERAL WORK

The Board expressly reserves the right to perform work collaterally with work performed by the Contractor under these specifications either with its own forces or by separate contract and may choose to suspend the work of either Contractor so that the collateral work may be performed. No Contractor shall be required to guarantee the work of another contractor, but each contractor shall be responsible for any damage he may do to any existing facilities. Each contractor shall give written notice to the Engineer setting out any damages and any additional cost or time delay he does incur on his work because of said collateral work having been performed. Said notice shall be filed with the engineer not later than ten days after said damages and/or cost or time addition has been incurred. Damages shall be collected by one contractor

from the other party doing the collateral work. Additional costs or time will be covered by change order to the contract upon presentation of proof thereof to the Board.

A 19 NOTICE TO UTILITIES

The Contractor shall give all gas, electric, telephone, steam, water, and sewer utility companies three working days notice prior to commencing work in any public street, alley, right-of-way, or easement. Failure to give such notice shall be prima facie evidence of neglect of duty and shall not be considered a just cause for extension of time of completion nor increased compensation for loss or damage resulting therefrom. Delays due to utility work are not just cause for extension of the contract deadline.

A 20 PROTECTION OF EXISTING TRACKS, PIPES, AND WIRES

The Contractor shall take notice of the location of existing tracks, pipes, wires, and the like; and he shall take the necessary precaution to prevent their being damaged. In the case that existing tracks, pipes, wires, and the like are so located that the work contracted for can not be performed, the Contractor shall so notify the Engineer and request instruction before proceeding. Carelessness in handling or wanton disregard for such facilities will not be tolerated. Damage to such facilities caused by the Contractor will be repaired at his own expense.

A 21 OBSTRUCTIONS

Unless specifically set out otherwise in the Special Conditions or on the drawings, the Contractor shall remove any obstruction he encounters without special or additional payment.

A 22 PERMITS AND FEES

The Contractor shall obtain all permits and pay all fees required for the performance of work covered by his contract. In the case of State Highway Permits to perform work in State Highway Right-of-way, the City will allow the Contractor to make the application in the name of the City, provided said application is prepared by the Contractor, is submitted to the Board for approval prior to its submission to the State, and provided that the Contractor agrees to be entirely responsible for satisfying the requirements of the State in connection with the work performed within the State Right-of-way and provided that the Contractor pays the inspection fee to the State.

A 23 LAWS AND ORDINANCES

The Contractor shall familiarize himself with all City, County, State, and Federal laws, ordinances, and regulations affecting the performance of the work and shall conduct himself in accordance with said laws.

A 24 MINIMUM WAGE SCALE

The Contractor shall, in particular, familiarize himself with Acts of the Indiana General Assembly, Chapter 319, 1935, and those amendatory thereto, prescribing wage scales to be set, posted, and complied with on applicable projects financed by political subdivision of said State.

A 25 WORKER'S COMPENSATION INSURANCE

The Contractor shall carry Worker's Compensation Insurance as required by the Acts of the Indiana General Assembly and shall furnish upon request a certificate of compliance therewith from the Indiana State Industrial Board.

A 26 COMPLETION AFFIDAVIT

The Contractor shall furnish, upon completion of the work, an affidavit stating that the contract has been completed in accordance with the plans and specifications and that all bills for labor, materials, and equipment have been paid.

A 27 CONTRACTORS "AS BUILT" DRAWINGS

The Contractor shall mark upon a set of drawings for the project all variations from said drawings and shall furnish same to the Engineer with the completion certificate. The Contractor shall take special care to insure that a record of the concealed variations, such as those underground or enclosed, is accurately made. This set of marked drawings shall be referred to as the Contractor's "As Built" drawings.

A 28 PATENT RIGHTS, COPYRIGHTS, AND INDEMNITY

The Contractor shall keep the City free and harmless from payment of any and all damages, cost, expenses, royalties, patent fees, attorney fees, or any sums of money whatsoever, by reason of any action, claim, demand, or proceedings arising out of any infringement or alleged infringement of patent or copy rights, or the use of patented devices, articles, systems, or

arrangements; and he shall save harmless the City from all claims or actions of any kind or description brought against the City for or on account of any injuries or damages received or sustained by any person, firm, or corporation engaged in construction, or because of any neglect in guarding the work, or because of the use of improper materials or methods, or because of an act of commission or omission by the Contractor of his agents or employees.

#### A 29 PUBLIC LIABILITY AND PROPERTY DAMAGE

The Contractor shall carry public liability and property damage insurance sufficient to protect the City from any and all liability resulting from performing the work covered by the contract with said City. The insurance coverage shall be not less than three hundred thousand dollars (\$300,000.00) for any one person nor less than five million dollars (\$5,000,000.00) for any one accident.

#### A 30 FACILITIES, PERSONNEL, AND PROGRESS

The Contractor shall provide adequate facilities, personnel, and equipment to carry on the work with dispatch. If, at any time, the work is not progressing to the satisfaction of the Engineer, said Engineer may require the Contractor to file for his approval a schedule setting up a logical and orderly sequence for performing and completing the work. Upon approval of said schedule by the Engineer, the Contractor shall then mobilize sufficient manpower, materials, and equipment to meet said schedule. Failure to submit said schedule for approval or failure to progress in accordance with an approved schedule shall be deemed to be failure to perform in accordance with the terms of the contract.

The Contractor shall provide sanitary toilet facilities for the use of the personnel on the job and shall keep said facilities in such condition that they do not constitute a public nuisance.

The Contractor shall provide a minimum field office, adequate to house and protect from the weather a set of plans for the project and a table space on which they may be spread out flat. Where the Special Conditions specify, a field office, a warm, dry office, at least eight (8') feet wide, twelve (12') feet long, eight (8') feet high, complete with a three (3) foot by five (5) foot table, telephone, chair, and stool shall be provided at the site for use by the Engineer during the progress of the work.

The Contractor shall provide barricades, warning signs, lights, flares, and detour signs, and shall properly place any one or a combination thereof to warn pedestrians, motorists, and aviators, where applicable, of the obstructions, excavations, explosions, and falling objects which may endanger them. All barricades shall be clearly labeled with the Contractor's name. All lights and flares shall either burn continuously or shall flash on and off with the "off" cycle being



no longer than the “on” cycle. All warning lights shall be of such intensity that they shall be easily noticeable to a person of normal vision for a distance of five hundred (500) feet.

#### A 31 DUTIES OF THE ENGINEER

The Engineer shall perform the following duties:

- (a) He shall represent the Board in the administration of any contract for work to be performed under these specifications.
- (b) He shall supervise all surveyors, engineers, and inspectors, hired by Board to provide technical assistance on any project covered by these specifications.
- (c) He shall review, upon presentation by the Contractor, all detailed drawings, specifications, performance data, and other information related to the acquisition and installation of materials and equipment on all work covered by these specifications; and he shall render a statement of approval or disapproval of such materials and equipment upon request of the Contractor. He may, on his own initiative, render to the Board and to the Contractor a statement of disapproval of any material or equipment being incorporated or proposed to be incorporated in said work as well as any construction method or work, which, in his opinion, is resulting or will result in completed work which does not or will not comply with the plans and specifications. The Engineer’s statement of disapproval shall set out his reasons for such disapproval.
- (d) He shall, upon presentation by the Contractor, review progress estimate and shall, within ten days, render a statement of approval or disapproval. The Engineer’s statement of disapproval shall set out his reasons for such disapproval.
- (e) He shall recommend to the Board that payments be made to the Contractor when, in his opinion, such payments are due and payable.
- (f) He shall recommend to the Board final acceptance of and payment for the completed work when the terms of the contract have been fulfilled.
- (g) He shall prepare all assessment rolls required by law.

#### A 32 AUTHORITY OF THE ENGINEER

The Engineer may recommend to the Board and the Contractor for their approval changes to the contract; but his authority to make decisions is limited at all times to the provisions of the plans, specifications, and the contract in effect at the time of the decision.

#### A 33 CONTRACTOR'S RESPONSIBILITY ON PERFORMANCE

It shall be the Contractor's responsibility to perform all work and to furnish all things required of him by the contract and to notify the Board in writing, when circumstances beyond his control prevent him from performing and/or progressing with the work in accordance with the terms of said contract.

#### A 34 RIGHT-OF-WAYS AND EASEMENTS

It shall be the Board's responsibility to provide the right-of-ways and easements shown on the plans, and it shall be the contractor's responsibility to provide all other easements required by him for the performance of the work.

#### A 35a COMPULSORY GUARANTEE

The work shall be done in such a substantial manner that no repairs will be required for a period of not less than one (1) year. In the case of Barrett Law Projects, the compulsory guarantee period shall date from the time of approval of the final assessment roll by the Board, provided that if the termination of the guarantee period shall fall within the months of December, January, February, or March, then in that case the said months of December, January, February, or March shall not be included in the computation of the said guarantee period, but such period shall be held and understood to terminate on the 15<sup>th</sup> day of April next thereafter, unless otherwise permitted in writing by the Board. The said Contractor shall keep his work in good repair during the time of the guarantee period and shall make all repairs at such time as directed by the Board or the Engineer. The Contractor warrants his workmanship and all materials used in the work, and he agrees that during the guarantee period specified he will at his own expense make all repairs which may become necessary by reason of improper workmanship or defective materials. Such maintenance, however, shall not include any damage to the pavement or to the foundation thereof or to any of the other items or work embraced by this contract resulting from any forces or circumstances beyond the control of the Contractor, nor is it intended that the Contractor shall become a guarantor of the plans and specifications furnished by the City. In case such repairs become necessary, the City shall give written notice to the Contractor to make the same and in case of failure of the Contractor to commence such repairs either by its own employees or by independent contract, and may thereupon recover from the Contractor and his sureties the reasonable cost of the repairs made, together with the cost of the supervision and inspection thereof. The City shall have sixty (60) days after the expiration of said guarantee period in which to notify the Contractor of any such repairs necessary on the date of expiration.

Whenever the repairs necessary to be made at the expiration of the guarantee period shall amount to more than fifty (50) percent of the surface of any one block, the entire pavement of that block shall be taken up and relaid in accordance with the original specifications. In Asphalt, Brick, Asphaltic Concrete, Reinforced Concrete, Monolithic Concrete, or any other defects resulting from the decomposition of the wearing surface or foundation, must be repaired. The pavement, at the expiration of the guarantee period, shall be in good condition and present surface so true and even that it will in no way be an obstruction to travel, and shall have drainage so perfect that water may collect in no place to a depth of more than one quarter (1/4) of an inch. In case of cement sidewalks and cement block in which the top coating is not firmly united with the concrete, and any blocks in which cracks show or other defects, due either to defective materials or bad workmanship, shall be removed and replaced by entirely new work at any time during the guarantee period, if so ordered by the Board. The determination of the necessity for repairs shall rest entirely with the Board, whose decision upon the matter shall be final and obligatory upon the Contractor. The guarantee herein stipulated shall extend to the whole body of the improvement and all its appurtenances.

#### A 35b OPTIONAL GUARANTEE

The City shall have the right to compel all bidders to submit as a part of the proposal bid prices to cover the extension of the guarantee described in A 35a for successive years of coverage and shall have the right to accept or reject such bids as a part of the contract at any time prior to the approval of the assessment roll.

#### A 36 DEPOSIT OF IMPROVEMENT BOND

As an additional guarantee that the Contractor will properly repair and maintain the improvement specified for the guarantee period, as above provided, the Contractor shall be required to deposit with the City Clerk-Treasurer improvement bonds of the City of Columbus, United States Government Bonds, Certificates of Indebtedness to the City of Columbus, cash, or surety bonds with the corporate surety thereon satisfactory to the Board of Public Works in an amount equal to twenty five (25) percent of the cost of said improvement for the purpose of insuring that the provisions of the guarantee will be fulfilled, and also for the purpose of indemnifying the City for any expenditures on account of damages or injuries to any person, firm or corporation during the progress of the work in the guarantee period. The face value of such bonds shall, at not time during the guarantee period, be decreased; but the Contractor will be permitted to receive and receipt, from time to time, for all maturing interest coupons.

#### A 37 CONSTRUCTION STAKE-OUT

The work to be done under this contract will be staked-out by the Engineer. The Contractor shall give the Engineer at least thirty-six hours in writing before requiring stakes to be

set on any portion of the work, and he shall clearly state in such notice the exact locality or localities where such stakes are needed for immediate use. All stakes are intended to be correctly set and marked to define the line and grade of all the construction work so that the finished job is that intended by and shown on the plans and is as called for in the specifications. Any stake which calls for line or grade contrary to that shown on the plans shall be considered by the Contractor to be in error. The Contractor must satisfy himself before commencing work as to the meaning and correctness of all stakes and marks, and no claim will be entertained by the City for or on account of any alleged inaccuracies or for alterations subsequently rendered necessary on account of such alleged inaccuracies, unless the Contractor shall have notified the Engineer thereof in writing and shall have been ordered thereafter to proceed in accordance with said stakes.

The Contractor shall be held responsible for the preservation of all stakes and marks in their proper positions. Any stakes, marks, or monuments, destroyed, lost or disturbed as a result of the Contractor's failure to protect said stakes, marks, or monuments shall be replaced by the Engineer at the Contractor's expense. As the stakes and marks will not in all cases represent all the grades, lines, angles, and changes of surface in the finished work, the Contractor must take care to see that they are taken in connection with the intent of the plans, details, specifications, and the Engineer's direction.

#### A 38 CONTRACTOR'S ASSISTANCE

As a part of his contract with the City, the Contractor shall furnish the Engineer, and/or the City with any reasonable assistance which either one may require at any time to help in driving stakes, laying out the work, culling and inspecting materials, inspecting construction, or testing the completed job. No compensation in addition to the contract price will be paid the Contractor for this assisting.

#### A 39 INSPECTORS AND INSPECTION

The City may appoint such inspectors as it may deem necessary who shall be paid by the City and who may be on the job site at any time and who shall be under the supervision of and who shall report to the Engineer. In the absence of the Engineer said inspectors shall represent the Engineer. Any work performed contrary to the instructions by the Inspectors in the absence of the Engineer shall not be accepted until such work is specifically approved by the Engineer. Inspectors shall report to the Engineer on all occasions when he observes work being performed as well as materials and equipment being furnished, any part of which does not comply with the plans and specifications. All workmanship, materials, equipment, or completed work shall be subject at all times to inspection and rejection by the Engineer, when such things do not comply with the requirements of said plans and specifications.

#### A 40 WORK NOT INSPECTED

It shall be the duty and responsibility of the Contractor to see that all materials used and that all work done is in accordance with the plans and specifications. Inspectors employed by the City and placed on the job shall not relieve the Contractor of any of his duties and responsibilities. Work performed and materials furnished shall be judged at all times on their own merits whether inspected or not inspected.

#### A 41 DEBRIS AND CLEAN-UP

On the completion of the work, the Contractor must remove from the premises all surplus materials and debris of any kind and description. He must also restore to their former conditions all sidewalks, crosswalks, streets, parks, pavement, curbs, fences, and other public and private property which may have been disturbed or damaged by reason of this work. Upon the temporary discontinuation of the work, all materials or debris are to be piled up snugly and safely so as not to impede travel on the sidewalks, roadways, or driveways, or to interfere with the use of fire hydrants or of drainage gutters. The Contractor must complete the work as it progresses and in case of sewers shall contract all house connections, catch basins, manholes, inlets, and other appurtenances, and restore the street to a passable condition as soon as one block of the mainline of the sewer has been completed.

#### A 42 SALVAGED MATERIALS

Material which must be removed during the course of construction shall become the property of the Contractor unless specifically set out to the contrary in Special Conditions and Specifications or on the drawings.

#### A 43 TRAFFIC SIGNS

The Contractor shall not remove, conceal, or obstruct the view of traffic signs, warning signals, or control lights without making provisions for the safe control of traffic. The Chief of Police shall be notified of the necessity and intent of removing any traffic signs, signals, or lights twenty four (24) hours in advance of any such action and shall determine the method of controlling traffic during the absence of said signs. No project shall be complete until all street names, traffic, and informative signs have been replaced.

#### A 44 ADDRESS OF CONTRACTOR

Each contractor, firm or corporation having a contract with the City must maintain an office or agent in the State of Indiana during the period. The location of this office or the post

office address of the agent must be filed with the City, and notice sent to such office or agent at the address on file in the office of the City Engineer will be considered full and sufficient notice under these specifications.

#### A 45 PERFORMANCE BOND

Within five (5) days after the successful bidder shall have been notified of the acceptance of his bid, he shall file with the City an approved performance bond in an amount of not less than one hundred (100) percent of the contract price, but in no case shall a bond be offered for less than five hundred (\$500.00) dollars, conditioned to guarantee the full and complete performance of his work according to the terms of his contract and that he will comply with and carry out all the terms and provisions of said contract, said bond to be in full force and effect up to and including the final acceptance of the work or approval of the final assessment roll, after which it will cease to be operating, subject to the following conditions, to wit:

- (a) Before the Contractor shall be released from his bond, he shall file with the City bonds or cash as provided by Section A 36 of this specification.
- (b) The Bond, in all cases, shall continue in full force and effect for the purpose of fully indemnifying and reimbursing the City for any loss or expenditure resulting from any and all injuries to persons or property growing out of any fault herein occurring on or in connection with or about the work or premises covered by this contract either prior to or subsequent to the final acceptance of said work by the City.
- (c) The Contractor shall have paid all claims for labor, equipment, materials, and all other things required by the Contract and shall have so sworn in the affidavit of completion.

#### A 46 MEASUREMENTS

No extra or customary measurements of any kind will be allowed in measuring the work under these specifications; only the actual length, area, solid contents, weight, or number shall be considered.

#### A 47 TIME OF BEGINNING AND COMPLETION

The time fixed in the contract for the completion of the work shall be and is an essential element and consideration. Failure to complete the contract within the specified time will result in the Board assessing the Contractor liquidated damages, and subtracting said liquidated damages from money due the Contractor. Assessment of liquidated damages does not relieve the Contractor of his obligation to complete the project. In the event said Contractor or his sureties fail or neglect to commence the work within the stipulated days from the award of the contract (unless the Contractor shall be given an additional period of time to commence the work) or fail to prosecute such work with such vigor as will complete the same within the time fixed in the contract, the City may declare said contract null and void and may adjudge the same to have been abandoned and forfeited and may re-let or require said sureties to complete the same, as said City shall elect; and said Contractor and his sureties shall be liable for all damages that may occur by said failure to perform said work according to the contract and shall be entitled to receive nothing from the City or the property owners along said improvement for work already performed or materials used; and such materials shall be retained by and belong to the City.

## APPENDIX B. ROUTE MAPS



Figure 2 – Route 1 Map

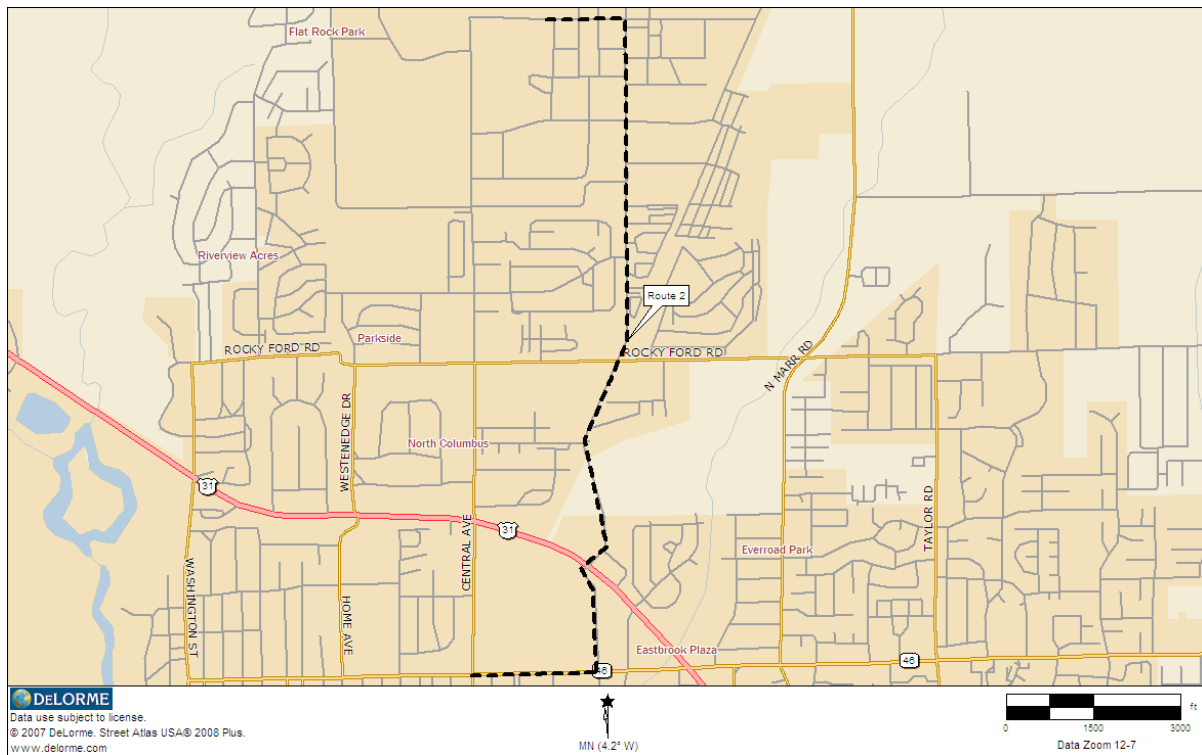


Figure 3 – Route 2 Map



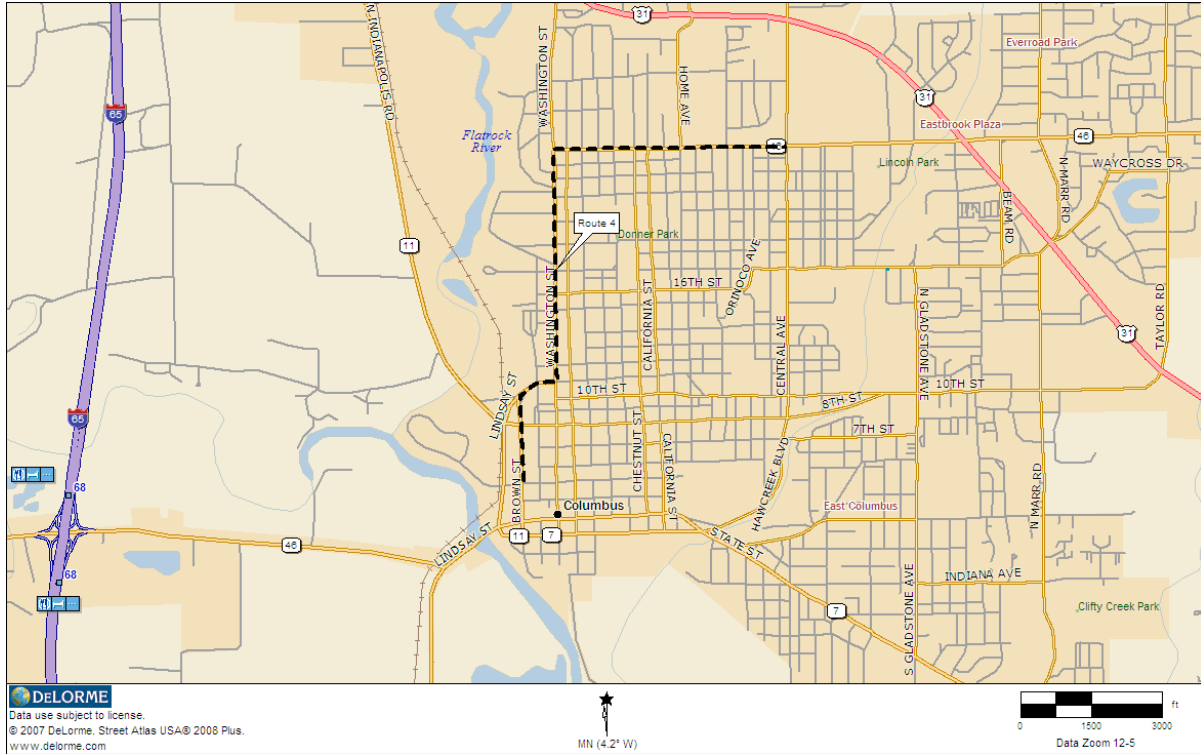


Figure 4 – Route 4 Map

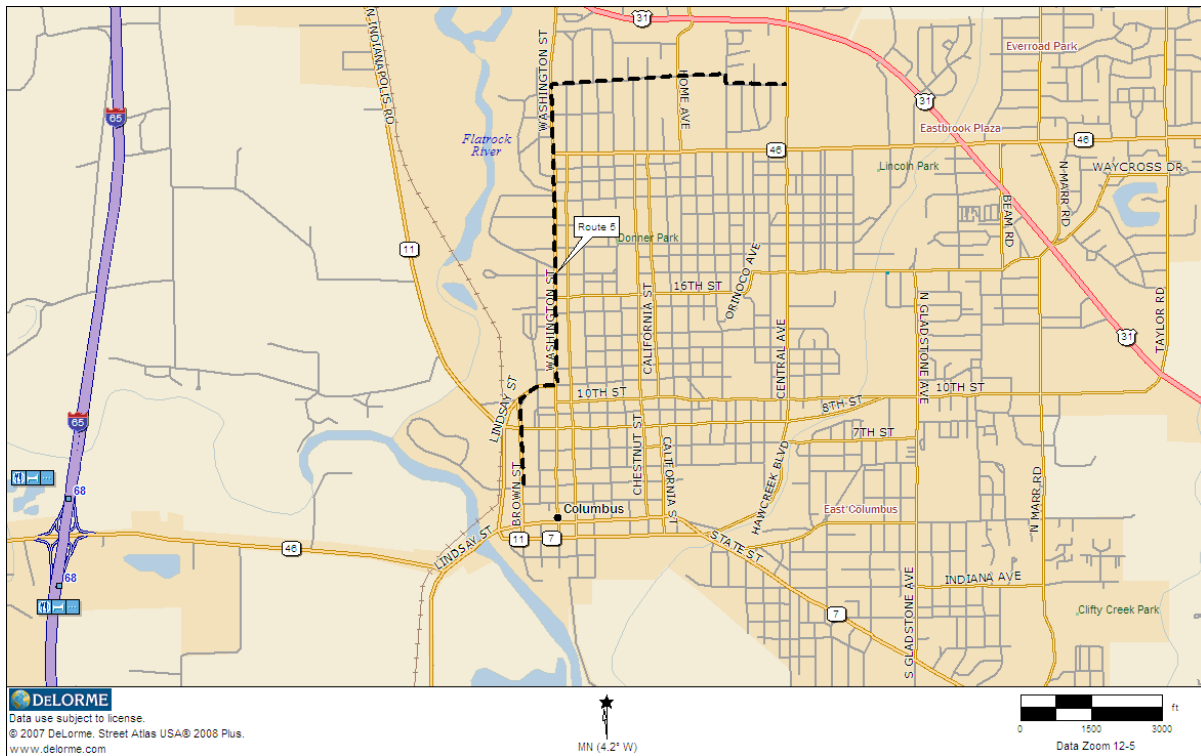


Figure 5 – Route 5 Map

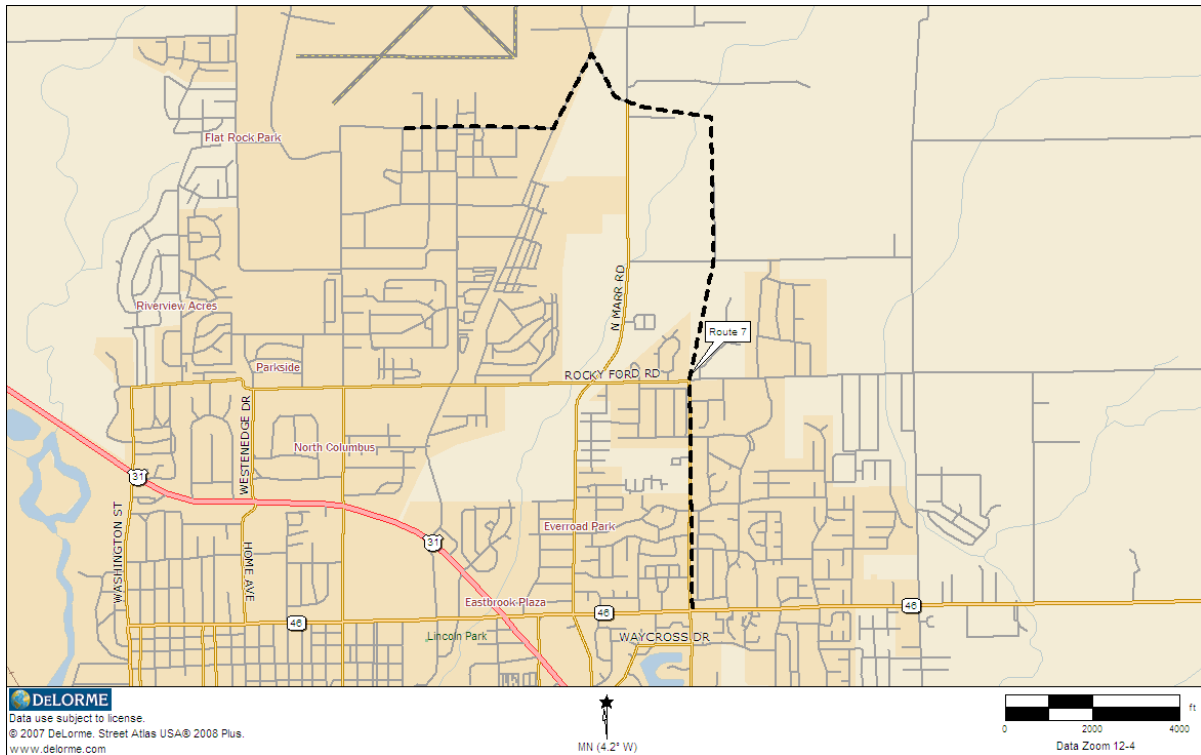


Figure 6 – Route 7 Map

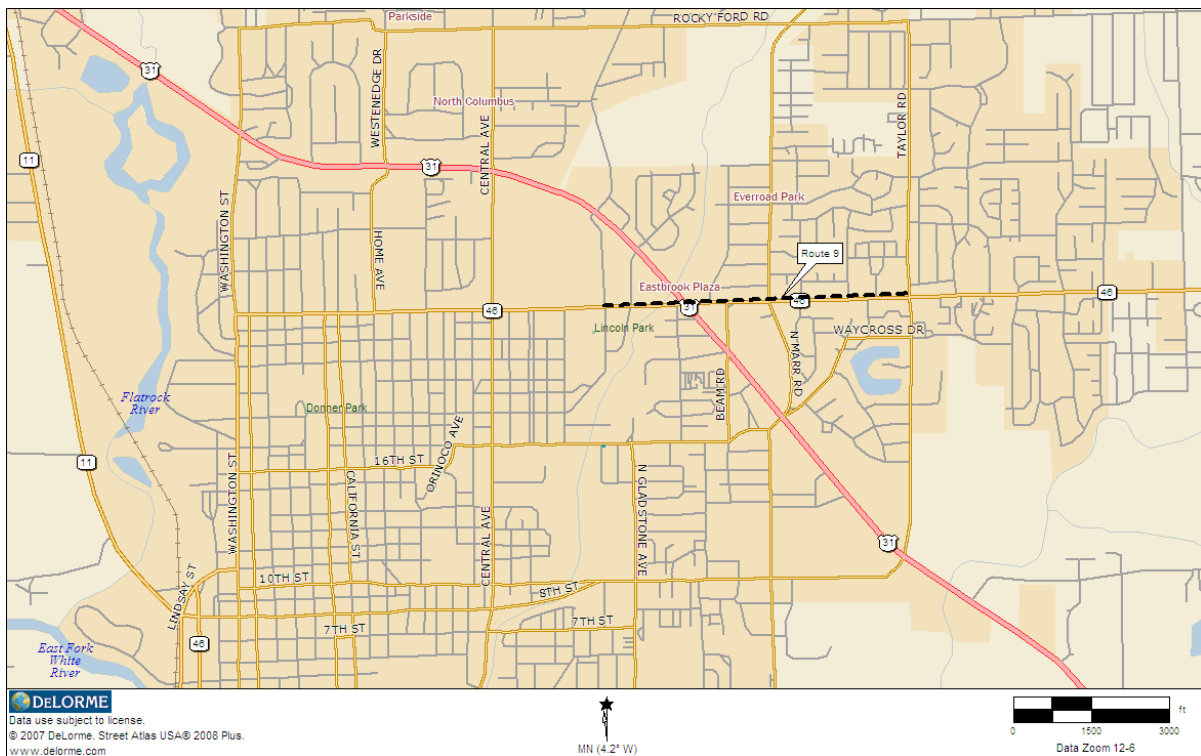


Figure 7 – Route 9 Map